COUNCIL AGENDA
MONDAY MARCH 18, 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. Recovery TIF Update By Leslie Haase, Finance Director

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. Public Hearing For Application For Vehicle For Hire Business License

      Documents:

      APPLICATION FOR VEHICLE FOR HIRE LICENSE.PDF

8. **Consent Agenda**

   1. Amended Minutes Of The February 19, 2019 Council Meeting

      Documents:

      AMENDED FEB 19 MINS.PDF

   2. Notes Of The March 4, 2019 Informal Council Meeting

      Documents:

      MARCH 4 INFORMAL MINS.PDF

   3. Minutes Of The March 4, 2019 Council Meeting

      Documents:

      MARCH 4 MINS.PDF

   4. AMENDED COUNCIL BILL NO. 2019-257
      AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin,
      Missouri, approximately 3.4 miles of Right of Way, located along 32nd Street

between Central
City Road and Golf Link Road; and along Coyote Drive between McClelland Boulevard and
Schifferdecker Avenue, Joplin, MO., Jasper County, Missouri.

Documents:

AMD.CB2019-257.PDF

5. COUNCIL BILL NO. 2019-258
AN ORDINANCE approving 715 S. Harlem Avenue to include in District C-3 (Commercial
District), Jasper County, Missouri.

Documents:

CB2019-258.PDF

6. COUNCIL BILL NO. 2019-356
AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing and enacting a new Article III, Building Code, and setting a date when this ordinance shall become effective.

Documents:

CB2019-356.PDF

7. COUNCIL BILL NO. 2019-357

AN ORDINANCE amending Chapter 58 Fire Prevention and Protection by repealing and enacting a new Article II, Fire Prevention Code, and setting a date when this ordinance shall become effective.

Documents:

CB2019-357.PDF

8. COUNCIL BILL NO. 2019-450
AN ORDINANCE amending Article VII, Swimming Pools, of Chapter 62, Health and
Sanitation Section 62-241, of the Joplin City Code by repealing Part 1; except section 1.1;
and amending sections of Part 2 of this code; and setting a date when this ordinance shall
become effective.

Documents:

CB2019-450.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL 2019-113
   AN ORDINANCE approving a Work Authorization with Allgeier Martin & Associates in the not to exceed amount of One Hundred Twenty-Five Thousand and 00/100 Dollars ($125,000.00) for Construction Inspection and Construction Management on the Schifferdecker Bridge Project funded through the Capital Improvement Sales Tax and containing an emergency clause.

   Documents:

   SUMMARY SHEET - CB 2019-113.PDF
   AMA WORK AUTH.PDF
   SCHIFF BRIDGE.PDF
   CB 2019-113.PDF

2. COUNCIL BILL 2019-114
   AN ORDINANCE approving Amendment 2 to Work Authorization 7th and Illinois Area Stormwater Improvements (TSO606 and TSO607) with Allgeier, Martin and Associates Inc. in the not to exceed amount of Thirty Thousand and 00/100 Dollars ($30,000.00) for engineering services associated with the 7th and Illinois Storm Water Project funded through the Parks and Storm Water Sales Tax, and containing an emergency clause.

   Documents:

   7TH AND ILLINOIS AMMENDMENT SUMMARY SHEET.PDF
   AMMENDMENT 2.PDF
   7TH AND ILLINOIS.JPG
   7TH AND ILLINOIS AMENDMENT ORDINANCE.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2019-609

   AN ORDINANCE amending Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by adding a new Article VIII, Senior Citizen Center; and setting a date when this Ordinance shall become effective.

   Documents:

   CB 2019-609 SUMMARY SENIOR CITIZEN CENTER RENTAL FEES.PDF
   CB 2019-609 CHAPTER 86 FEES FOR PARKS PROGRAMS AND PARKS FACILITIES FEE ORDINANCE.PDF
   EXHIBIT A SENIOR CENTER RENTAL AGREEMENT FORM.PDF
   EXHIBIT B- SENIOR CENTER RENTAL FEE ASSESSMENT.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Interview And Election Of Candidate To Fill Council Seat Vacancy
2. News From The Public Information Officer, Lynn Onstot
3. Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing,

Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information As Set Forth In Section 610.021(3) RS Mo, As Amended, 2018, More Specifically For The Purpose Of Hiring Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

Anyone wishing to address the Council should step to the podium and state his/her name 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 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CITY OF JOPLIN, MISSOURI

VEHICLE FOR HIRE LICENSE APPLICATION

I. INSTRUCTIONS

1) Provide all information requested below

2) Present proof of insurance coverage on the vehicle being licensed.

3) Present state safety inspection certificate for the vehicle being licensed performed within 90 days of the application date.

4) Remit license fee of $50.00. Please make all checks payable to:
"The City of Joplin"

NAME OF OWNER/OPERATOR: MARTIN MCCABE

D/B/A: _____

BUSINESS ADDRESS: 2228 S. ARIZONA JOPLIN MO 64804

BUSINESS PHONE NUMBER: 417 724 2010

VEHICLE OWNER'S NAME: MARTIN MCCABE
(if different than owner/operator named above, provide copy of written lease agreement)

CLASSIFICATION: (Check one)

Taxicab X Limousine _____ Luxury Sedan _____
Shuttle Service _____ Luxury/Custom Van _____

VEHICLE INFORMATION:

YEAR 2018 MAKE DODGE
MODEL Grand Caravan PASSENGER CAPACITY 6
VIN 2C4RDGBG8JR137340
STATE CERTIFICATE OF TITLE NUMBER THR 25213

Martin McCabe
APPLICANT'S SIGNATURE

2-11-19
DATE

FOR FINANCE DEPARTMENT USE ONLY:

LICENSE NUMBER ISSUED: _____

APPROVED BY: _____ **DATE:** _____

Missouri Motor Vehicle Inspection

APPROVAL NOTICE

SEE INFORMATION ON REVERSE SIDE

VEHICLE OWNER'S NAME: Martin's Transportation

TIME INSPECTION STARTED: 10:40

STREET: 2228 S Arizona Ave

TIME INSPECTION ENDED:

CITY: Joplin

COUNTY: Jasper

VEH YR	MAKE	MODEL	ODOMETER READING (REQUIRED)	LICENSE NUMBER
18	Dodg	VAN	33389	7AW 112

VEH ID NO. 2C4RDGBG8JR137340

BODY STYLE: ☑ Car ☐ School Bus ☐ Truck (GVW < 8500 lbs.) ☐ SUV ☐ Motorcycle ☐ Truck/Bus (GVW = 8500+)

FUEL TYPE: ☑ Gas ☐ Diesel ☐ Gas/LPG ☐ LPG ☐ Electric ☐ Hybrid ☐ Other (Explain) _____

DEFECTS

CODE	DEFECTIVE PART	PART COST	LABOR COST	TOTAL

☐ ID / OD VERIFICATION ☐ TRAILER VERIFICATION (Less than 16 ft. ONLY)

BRAKE INSPECTED: ☑ LF ☐ RF ☐ LR ☐ RR

TOTAL COST $

INSPECTION STATION: Comcs

STATION NUMBER: 049002

CITY WHERE INSPECTED: Joplin

DATE INSPECTED: 2-11-19

INSPECTOR'S PERMIT NUMBER: 900042365

INSPECTOR'S SIGNATURE: [signature]

REPAIR AUTHORIZATION

I realize total repair cost is an estimate and repairs are not required to be performed at this station, but I authorize the above establishment to repair my vehicle.

OWNER'S SIGNATURE

DATE REINSPECTED

REINSPECTOR'S PERMIT NUMBER

STICKER / DECAL NUMBER: Z01797117

REINSPECTOR'S SIGNATURE

CONTROL NUMBER: U 8692237

SHP-499P

MVI-2 08/13

MISSOURI MOTOR VEHICLE INSPECTION APPROVAL CERTIFICATE

Attention Missouri Motorist:

A motor vehicle must be in good mechanical condition to be operated safely on our highways; therefore, Missouri motor vehicle law requires a safety inspection of your vehicle. This completed form is an inspector's certification that your vehicle's equipment (itemized below) met the inspection standards.

A - LIGHTING EQUIPMENT
B - SIGNALING DEVICES
C - HORN
D - WINDSHIELD WIPERS
E - WINDSHIELD / OTHER GLASS
F - MIRRORS
G - FRONT SEAT BELTS
H - STEERING MECHANISMS
I - EXHAUST SYSTEM
J - TIRES / WHEELS
K - BRAKES
L - AIR POLLUTION CONTROL DEVICES
M - FUEL SYSTEM
N - MUD FLAPS (COMM. VEHICLES)
O - SCHOOL BUS EQUIPMENT
Q- BUMPER(S)

This approval certificate is valid for sixty days and verifies that your vehicle has been safety inspected and is in proper mechanical condition to be operated safely upon the public highways. The certificate must accompany your application to register the vehicle; otherwise no license plate can be issued or transferred to the vehicle.

COMPLAINTS: Complaints regarding the manner in which an inspection was conducted should be directed to the Motor Vehicle Inspection Unit of your local Missouri State Highway Patrol Troop Headquarters.

Please help reduce traffic accidents by continuing to maintain your vehicle in top mechanical condition. Thank you for your cooperation.

Missouri State Highway Patrol

PLEASE NOTE: Section 307.380, RSMo., states: "At the sellers expense, every vehicle, of the type required to be inspected by Section 307.350, RSMo., whether new or used, shall immediately prior to sale be fully inspected regardless of any current certificate of inspection and approval, and an appropriate new certificate of inspection and approval shall be obtained."

TO BE FILLED IN BY THE LICENSE BUREAU

License Number _____

Transferred Issued _____ by
(Date)

Agent's Signature _____



JOPLIN POLICE

303 E. 3rd Street Joplin, MO. 64801-2274 417-623-3131 Fax 417-625-4733

Matthew Stewart
Chief of Police

TO: License Clerk, Finance Department

FROM: Leslie Haase
Finance Director

DATE: February 11, 2019

SUBJ: **Taxi License**
Martin's Transportation

RE: Martin McCabe
2228 S Arizona
Joplin, MO 64804

The above subject has applied for a Taxi License and has been cleared in our department with no discrepancy in his/her application. The subject is eligible for a Taxi License.

Respectfully,
CITY OF JOPLIN

Leslie Haase
Finance Director

LH; ccg

MISSOURI AUTO INSURANCE IDENTIFICATION CARD

INSURANCE COMPANY NAME AND ADDRESS

[X] COMMERCIAL [ ] PERSONAL

National Indemnity
9735 Landmark Parkway Drive, Ste 1
St. Louis MO 63127

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
73APR372504-01	1/18/2019	1/18/2020

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
2018	Dodge Caravan	2C4RDGBG8JR137340

AGENCY/COMPANY ISSUING CARD

AdvisorNet Property and Casualty LLC
701 4th Avenue South
Minneapolis MN 55415

INSURED NAME AND ADDRESS

Martin's Transportation, LLC
2228 S. Arizona Ave
Joplin MO 64804

SEE IMPORTANT NOTICE ON REVERSE SIDE

Web Address: www.advisornetpc.com

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 MO (2007/05)

© ACORD CORPORATION 1993-2007. All rights reserved.

Fares

ZORA – 44th ST
Duquesne - Schifferdecker $7.00

Airport $15

Baxter Springs $25

Carl Junction $15

Carthage $25

Galena $15

Lamar $60

Miami $40

Neosho $30

Oronogo $20

Pittsburgh $45

Reddings Mill $10

Riverton $20

Saginaw $10 northside

$15 southside

Bentonville $90

Grove $70

Kansas City $260

Oklahoma City $330

Parsons $85

Rogersville $100

Springfield $110

St. Louis $450

Topeka $300

Tulsa $170

Wichita $280

CASINOS

Bordertown/ Indigo Sky $30

Downstream $15

JOPLIN CITY COUNCIL
FEBRUARY 19, 2019
AMENDED 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 was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

Answering Roll Call were Council Members: Taylor Brown, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, and Phil Stinnett. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Melodee Colbert-Kean. (Jim West resigned as General Council Member on Friday, February 15, 2019). Motion by Mr. Stanley, second by Mr. Stinnett to excuse Mrs. Colbert-Kean. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0.

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

Renita Kitchingham and Teddy Steen addressed the council seeking help to start a peer run recovery center in Joplin. They're in need of a building and asked if the old senior citizen building was an option for this project. After some discussion, Mayor Shaw asked the women to put together more information and get with the city manager for future discussion on this project. Mr. Stanley would like to see the City take an interest in this project and he asked the city manager for updated information on the senior citizen building.

Margey Upson addressed the council regarding a fairy tale, referring to the renovation costs to Joe Becker Stadium. She also thanked Jim West for his years of service to the city.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Stinnett, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1.

February 4, 2019 Informal meeting notes

Minutes of the February 4, 2019 Council Meeting

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. **Ordinance No. 2019-026**
COUNCIL BILL NO.2019-252 - an ordinance providing to vacate 321 feet of a 20-foot wide alley running north/south located north of 26th Street between Pearl Avenue and Wall Avenue. Requested by CA Gringos Property, LLC. **Ordinance No. 2019-027**

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. Requested by CA Gringos Property, LLC. **Ordinance No. 2019-028**

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. Requested by Jesse Russow. **Ordinance No. 2019-029**

AMENDED 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-1 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. Requested by Daryl Rhodes. **Ordinance No. 2019-030**

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. Requested by Megan Escalante. **Ordinance No. 2019-031**

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. **Ordinance No. 2019-032**

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. **Ordinance No. 2019-033**

COUNCIL BILL NO. 2019-601 -an ordinance approving various job description changes for the CVB Department. **Ordinance No. 2019-034**

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. **Ordinance No. 2019-035**

RESOLUTIONS
Mrs. Reid Adams introduced Resolution No. 2019-003- a resolution creating and directing the

Centennial Celebration Commission. Motion by Mrs. Reid Adams, second by Mr. Stanley to approve Resolution No. 2019-003. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Resolution was approved.

ORDINANCES – EMERGENCY

Mr. Lawson introduced Council Bill No. 2019-352 - an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 1412 E. Hill St. in the City of Joplin, Missouri, for Three Thousand Two Hundred Forty-Nine and 00/100 Dollars ($ 3,249.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Brown that Council Bill No. 2019-352 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-036**

Mr. Brown introduced Council Bill No. 2019- 353 - an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 1322 Grand Ave. in the City of Joplin, Missouri, for Six Thousand One Hundred Ninety-Nine and 00/100 Dollars ($6,199.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Brown, second by Mr. Stinnett that Council Bill No. 2019-353 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2019-037**

Mr. Stinnett introduced Council Bill No.2019-354-AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 523 High Ave. in the City of Joplin, Missouri, for Three Thousand Nine Hundred Forty-Nine and 00/100 Dollars ($ 3,949.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2019-354 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance 2019-038**

Mr. Brown introduced Council Bill No. 2019-355-an ordinance approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of lot area located at 3035 & 3035 ½ E. 12TH St. in the City of Joplin, Missouri, for Five Thousand Eight Hundred Forty-Nine and 00/100 Dollars ($5,849.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Brown, second by Mrs. Reid Adams that Council Bill No. 2019-355 be approved on an emergency basis. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance 2019-039**

ORDINANCES – FIRST READING
ORDINANCES – SECOND READING AND THIRD READING

Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mrs. Reid Adams that Council Bill No. 2019-602 be passed on Second Reading and advanced to Third Reading and passed. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1. The Council Bill was declared adopted and entitled **Ordinance 2019-040**

NEW BUSINESS

Request to Address Council: Shelly Kraft, 2701 Bird Ave., Acting Chairman of Vision Joplin 2022, gave an update of Vision Joplin 2022 projects; and thanked the City Council for their support of Vision Joplin 2022. She also asked for a formal resolution of support from the Council for the Children's Discovery Center, that was discussed during a previous Vision 2022 Report to the City Council. Motion by Mr. Monteleone, second by Mr. Brown to have the City draft a resolution of support for the Children's Discovery Center. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1.

News from Public Information Officer, Lynn Onstot

The Joplin Parks and Recreation department is accepting applications for part-time and seasonal positions such as Recreation Instructors, Cashiers and Lifeguards. Other positions also needed in warmer months include workers who mow and weed-eat within our parks, right-of-ways and cemeteries. If you or your teenager are looking for work this summer, consider joining the City's team! Applications are accepted online at joplinmo.org or in person at Joplin City Hall. Joplin Parks and Recreation is hosting a "Kids Garage Sale" event at Memorial Hall on Saturday, March 9. There's still time to get a table for $10 or stop by that Saturday to do a little shopping. Residents should contact the Parks & Rec department for more information or check out their Facebook page.

Accept Resignation of Jim West: Mayor Shaw asked for a motion to formally accept the resignation of Jim West, who resigned from the City Council on Friday, February 15, 2019. Motion by Mr. Stanley, second by Mr. Stinnett to accept the resignation of Jim West from the City Council. Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1.

The City Council discussed the process for filling the vacant seat. It was decided to take applications from interested persons. Motion by Mr. Stanley, second by Mr. Lawson to approve the following timeline:

- Accept applications February 20, 2019– March 7, 2019
- Hold a special meeting on Monday, March 11, 2019 to interview applicants
- Vote to appoint new member at the regular March 18, 2019 city council meeting.

Voting in favor were Council Members: Brown, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 7. Nays: 0. Absent: Colbert-Kean, 1.

There being no further business, the meeting was adjourned at 6:55 p.m.

Respectfully,

Barbara Gollhofer

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
MARCH 4, 2019

Mayor Shaw called the March 4, 2019 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

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

FOG (Fats, Oils, Grease) Update from Lynden Lawson

Mr. Lawson introduced members of the FOG committee and what their role entails.

The update included an overview of how FOG's (Fats, Oils and Grease) affect the sewage system and the responsibilities of the City, industries, commercial restaurants & citizens to prevent damage to the sewage system. Some solutions include:

- Inspect Industries (Currently 30 are monitored)
- Storm Sewers Need to be inspected each year
- Be proactive with the Vactor Truck
- Commercial Building Sites requirements
- Grease Traps; Separators & hauling contracts for Restaurants
- Education for Citizens and Businesses
- Ordinances to ensure compliance
- Cooking Grease Container at Recycling ($$)

Mayor Shaw complimented Mr. Lawson on the presentation and all the positive things his department and committee have accomplished.

Mayor Shaw encouraged all City departments to send information to PIO Lynn Onstot that acknowledges anything positive that's been accomplished or is in the process of being done in their department so that the public can be made aware of all the many good things that are happening in Joplin.

Other Business:

Mr. Monteleone stated he had received an invitation to attend the Joplin High School JROTC 100th anniversary celebration. He asked about the protocol of this type of invitation. City Attorney Peter Edwards stated the City Clerk's office will post a meeting notice of the event with the note "There may be a quorum of Council Members present, but no official business is set to be discussed. Accordingly, this Notice of Public Meeting is posted as set forth in Section 610.010 RS Mo, as amended, 2018".

The meeting adjourned at 5:45 p.m.

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
MARCH 4, 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 was read by City Clerk Barbara Gollhofer.

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

ROLL CALL
Answering Roll Call were Council Members: Taylor Brown, Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Ryan Stanley, and Phil Stinnett. 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
Charles Copple, 528 S. Porter, addressed City Council regarding PulsePoint, an app that alerts CPR-trained bystanders about a nearby sudden cardiac arrest event through the PulsePoint Respond mobile app and lets them know the location of the closest AED. Mr. Stanley asked if the city could research this issue further as far as cost and integration to the city.

PUBLIC HEARINGS
Public Hearing Procedures read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2019-257

Mayor Shaw opened the Public Hearing

No one appeared in favor of this item.

Rick Benson, 5457 Eagle Valley Rd. appeared in opposition to this item to state he did not request this annexation (Crow Road), but he did request an out-of-town sewer agreement.

Jay Marsay, 2601 Crow Rd. appeared in opposition to this item.

Greg Matson, 1917 Crow Rd. opposed this item but was in favor if the Crow Rd. annexation reference was deleted.

The Public Hearing was closed.

Mr. Stinnett introduced Council Bill No. 2019-257- an ordinance approving the voluntary annexation by the Council of the City of Joplin, Missouri, approximately 3.4 miles of Right of Way, located along 32nd Street between Central City Road and Golf Link Road; along Crow Road between McClelland Boulevard and Schifferdecker Avenue; and along Coyote Drive between McClelland Boulevard and Schifferdecker Avenue, Joplin, MO., Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Brown to amend Council Bill No. 2019-257 to eliminate the reference and legal descriptions to Crow Road. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. **Council Bill No. 2019-257 was amended.**

Amended Council Bill No. 2019-257. Motion by Mr. Stinnett, second by Mr. Brown that Amended Council Bill No. 2019-257 be passed 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 and Stinnett, 8. Nays: 0. The Council Bill was read as **Amended Council Bill No. 2019-257**

Public Hearing for Council Bill No. 2019-258

Mayor Shaw opened the Public Hearing

Wayne Stephenson, 811 E. 7th, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Stanley introduced Council Bill No. 2019-258 - an ordinance approving 715 S. Harlem Avenue to include in District C-3 (Commercial District), Jasper County, Missouri. Motion by Mr. Stanley, second by Mr. Lawson that Council Bill No. 2019-258 be passed 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 and Stinnett, 8. Nays: 0. Council Bill No. 2019-258 was amended. The Council Bill was read as **Council Bill No. 2019-258**

CONSENT AGENDA

Motion by Mr. Stinnett, second by Mr. Stanley to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0.

February 19, 2019 Informal meeting notes

Minutes of the February 19, 2019 Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Brown introduced Council Bill No.2019-111- an ordinance approving a Work Authorization with Allgeier Martin & Associates in the not to exceed amount of Two Hundred Twenty-Nine Thousand Eight Hundred Fifty-Five and 00/100 Dollars ($229,855.00) for 2019 Wastewater Facilities Plan funded through the Wastewater Treatment fund and containing an emergency clause. Motion by

Mr. Brown, second by Mr. Stinnett that Council Bill No. 2019-111 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. The Council Bill was declared adopted and entitled **2019-041**

Mr. Stanley introduced Council Bill No. 2019-112 -an ordinance approving the City of Joplin to enter into a construction agreement with Hunter Chase and Associates Inc., in the not to exceed amount of Three Hundred Seven Thousand Two Hundred Thirty-Eight and 00/100 dollars ($307,238.00) for construction of the NID IV Sidewalk 2018 Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Colbert-Kean to strike Council Bill No. 2019-112. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. **Council Bill No. 2019-112 was stricken** from the agenda.

Mr. Brown introduced Council Bill No. 2019-506 - 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. Motion by Mr. Brown, second by Mr. Monteleone that Council Bill No. 2019-506 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. The council bill was declared adopted and entitled **Ordinance No. 2019-042**

Mr. Lawson introduced Council Bill No. 2019-606 - an ordinance approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Impaired Driving Enf/DWI Saturation/YA project in the amount of Twelve Thousand Seven Hundred Ninety Eight Dollars ($12,798); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Lawson, second by Mrs. Reid Adams to approve Council Bill No. 2019-606 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-043**

Mr. Stanley introduced Council Bill No. 2019-607- an ordinance approving a contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing with the Full Time DWI Unit and DWI Enforcement in the amount of One Hundred Six Thousand, Six Hundred, Sixty-Eight Dollars ($106,668); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Brown to approve Council Bill No. 2019-607 on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-044**

Mr. Monteleone introduced Council Bill No.2019-608- an ordinance approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation to cover overtime costs and fringe benefit costs for an HMV Enforcement project in the amount of Thirteen Thousand Five Hundred Dollars ($13,500); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Lawson that Council Bill No. 2019-608 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 8. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-045**

ORDINANCES – FIRST READING

Mr. Stanley introduced Council Bill No. 2019-356- an ordinance amending Chapter 26 Buildings and Building Regulations by repealing and enacting a new Article III, Building Code, and setting a date when this ordinance shall become effective. Motion by Mr. Stanley, second by Mr. Lawson that Council Bill No. 2019-356 be passed 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 and Stinnett, 8. Nays: 0. The Council Bill was read as **Council Bill No. 2019-356**

Mr. Stanley introduced Council Bill No. 2019-357 - an ordinance amending Chapter 58 Fire Prevention and Protection by repealing and enacting a new Article II, Fire Prevention Code, and setting a date when this ordinance shall become effective. Motion by Mr. Stanley, second by Mr. Monteleone that Council Bill No. 2019-357 be passed 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 and Stinnett, 8. Nays: 0. The Council Bill was read as **Council Bill No. 2019-357.**

Mr. Monteleone introduced Council Bill No. 2019-450-an ordinance amending Article VII, Swimming Pools, of Chapter 62, Health and Sanitation Section 62-241, of the Joplin City Code by repealing Part 1; except section 1.1; and amending sections of Part 2 of this code; and setting a date when this ordinance shall become effective. Motion by Mr. Monteleone, second by Mr. Stanley that Council Bill No. 2019-450 be passed 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 and Stinnett, 8. Nays: 0. The Council Bill was read as **Council Bill No. 2019-450.**

ORDINANCES – SECOND READING AND THIRD READING

NEW BUSINESS

Request to Address Council:

Margey Upson addressed the City Council regarding positive thinking. She stated she attended the strategic planning meeting on Friday, March 1 and thanked the Council for having the meeting. Mr. Stanley thanked Ms. Upson for attending the meeting

News from Public Information Officer, Lynn Onstot

As part of the annual Severe Weather Awareness Week, the City of Joplin will participate in the statewide tornado drill at 10 AM tomorrow, Tuesday March 5th. Joplin's outdoor warning sirens will sound for a full three minutes, just as they would in an emergency.

We encourage all residents to use this drill as an opportunity to plan and prepare for a real situation. This is a good time to discuss sheltering plans with your family and co-workers and to check that you have a working battery-operated radio and flashlights, along with other necessary supplies in your designated "safe place."

If you could improve bus service in the Joplin area, what would you do? The City of Joplin is kicking off the ***Joplin Transit Service Analysis*** to uncover the answers. This effort involves a detailed review of existing services, development of a community-inspired vision for the future, and a series of improvement alternatives for the Sunshine Lamp Trolley and the Metro Area Public Transit System also known as MAPS. The process begins next week with general public meetings. The public is invited to one of these meetings to provide their comments. Monday, March 11 at 5:30 p.m. Tuesday, March 12 at 9:30 a.m. or Tuesday, March 12 at 1:30 p.m.

The meetings will be held in the 5th floor Conference Room here at City Hall and are expected to last no longer than one hour. Information will be provided, and citizens can ask questions and submit their input during these meetings. We invite all interested in the City's public transportation program to attend.

Other meetings are being held with various stakeholders of this service. For more information, citizens can contact Robert Lolley at the City.

March is here – which means some more activities and services are starting for Joplin residents. The City will offer its Tree Limb Drop Off Service on the 3rd Saturday of each month. Also, Downtown Joplin will kick of the 3rd Thursday events this month, and the First Thursday ArtWalk is scheduled to begin also! We're ready for some fun outdoor activities – now let's hope Mother Nature cooperates!

More details about these events can be found on the City's website, joplinmo.org. Thank you.

Comments from City Council:
Mr. Stinnett commented on 3 buildings at 26th and Picher that appear to be Airbnb's. He asked if the City Code allows those. Patty Heagle, Assistant Planning and Community Development Director stated she would look into the issue and report back to Council.

Mr. Monteleone asked for a consensus from the City Council to direct the city manager to have staff discuss adopting the energy codes with the Home Builders Association and Tri State Area Contractors. Mr. Monteleone would like to see the energy code adopted in six years. The Council consented.

Mr. Stanley stated he, Mayor Shaw and Mrs. Reid Adams recently attended the Police Awards banquet. It was enjoyable, and he was impressed by how the responders work as a team when responding to emergencies. They are outstanding personnel.

Mayor Shaw stated it was an honor for him to attend the banquet and he's proud of the PD.

Mayor Shaw announced the Joplin Museum has a Titanic exhibit on display March 26-April 20.

Mr. Stanley stated there is a community open forum on March 7, 2019 at 6:00 pm at Impact Church to discuss bringing a recovery center for drug addiction to Joplin.

Mayor Shaw stated there are nine applicants interested in the vacant council seat. The application process closes at 5:00 pm on Thursday, March 7, 2019. There will be a special city council meeting on Monday, March 11, 2019 to hear presentations from the applicants.

There being no further business, the meeting was adjourned at 7:27 p.m.

Respectfully,

Barbara Gollhofer

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-257-Voluntary Annexation

MEETING DATE:
March 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 2019-009: Voluntary Annexation – A request to voluntarily annex approximately 3.4 miles of Right of Way, located along 32nd Street between Central City Road and Golf Link Road; along Crow Road between McClelland Boulevard and Schifferdecker Avenue; and along Coyote Drive between McClelland Boulevard and Schifferdecker Avenue – City of Joplin

BACKGROUND:
The City of Joplin is requesting to voluntarily annex approximately 3.4 miles of Right-of-Way. The purpose for this annexation is to widen 32nd Street from Schifferdecker to Central City Road. Letters have been obtained from both Jasper County and Newton County that indicate they are in agreement with this annexation.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Whitmore stated this request involves two separate portions of right of way. There are two separate maps included. This includes 1.4 miles of 32nd Street between Central City Road and Golf Link Road. The other portions are 1.05 miles of Crow Road and Schifferdecker Rd, along with 0.96 miles of Coyote Drive between McClelland Boulevard and Schifferdecker Avenue. The City of Joplin is requesting to annex a total of 3.4 miles of right of way. The purpose of this annexation would be to widen 32nd street from Schifferdecker Avenue to Central City Road. Letters have been obtained by Jasper County and Newton County Commissioners which indicated they agree with this annexation. The purpose for the Crow Road and Coyote Drive annexation is there has been a request to annex property in the future. Annexing this portion of the road would give the property owner the opportunity to annex into the City of Joplin.

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 009-19.

ATTACHMENTS
CB 2019- 257, Staff Planning Report, P&Z Commission Minutes, Jasper & Newton County Letters

CB 2019-257

Case 009-19: Voluntary Annexation – A request to voluntarily annex approximately 3.4 miles of Right of Way, located along 32nd Street between Central City Road and Golf Link Road; along Crow Road between McClelland Boulevard and Schifferdecker Avenue; and along Coyote Drive between McClelland Boulevard and Schifferdecker Avenue – City of Joplin

Mr. Whitmore stated this request involves two separate portions of right of way. There are two separate maps included. This includes 1.4 miles of 32nd Street between Central City Road and Golf Link Road. The other portions are 1.05 miles of Crow Road and Schifferdecker Rd, along with 0.96 miles of Coyote Drive between McClelland Boulevard and Schifferdecker Avenue. The City of Joplin is requesting to annex a total of 3.4 miles of right of way. The purpose of this annexation would be to widen 32nd street from Schifferdecker Avenue to Central City Road. Letters have been obtained by Jasper County and Newton County Commissioners which indicated they agree with this annexation. The purpose for the Crow Road and Coyote Drive annexation is there has been a request to annex property in the future. Annexing this portion of the road would give the property owner the opportunity to annex into the City of Joplin.

Mr. Cortez asked if the widening of 32nd Street would be to the north or to the south?

Mr. Whitmore stated the widening would take place in both directions.

Mr. Ramsour asked what the reasoning was for annexing in portion or Coyote Road?

Mr. Whitmore stated there has been a recent preliminary request to annex in property further down that road. With the annexation of that portion of the road it will allow utilities and sewer extended to those properties.

Mrs. Koelkebeck asked if the date had been set for the widening of 32nd Street?

Mr. Whitmore stated that as far as he knows the date has not been set.

Mr. McCullough wanted to know if there will be left turn lanes on Schifferdecker?

Mr. Bolander stated that Public Works has contracted that out and it is in the design stages. He also stated that this is part of the Capital Improvement that was approved by the citizens when it went to a vote on public sales tax.

Mr. Cortez asked if there will be street lights involved in the widening?

Mr. Bolander stated there were not.

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. RAMSOURMOVED, SECONDED BY MR. DERMOTT TO APPROVE CASE 009-19, 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: February 11, 2019
City Council Meeting: March 4, 2019

STAFF PLANNING REPORT
Voluntary Annexation

CASE 009-19 A request to voluntarily annex property into the City of Joplin

LOCATION Approximately 3.4 miles of Right of Way, located along 32nd Street between Central City Road and Golf Link Road; along Crow Road between McClelland Boulevard and Schifferdecker Avenue; and along Coyote Drive between McClelland Boulevard and cShifferdecker Avenue

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Right-of-Way	Approximately 3.4 miles of Right-of-Way

DISCUSSION

The City of Joplin is requesting to voluntarily annex approximately 3.4 miles of Right-of-Way. The purpose for this annexation is to widen 32nd Street from Schifferdecker to Central City Road. Letters have been obtained from both Jasper County and Newton County that indicate they are in agreement with this annexation.

As part of this annexation request, there will also be portions of Right-of-Way along Crow Road and Coyote Drive. This will include approximately 1.05 miles of Crow Road between McClelland Boulevard and Schifferdecker Avenue; and approximately 0.96 miles of Coyote Drive between McClelland Boulevard and Schifferdecker Avenue.

Staff recommends approval of Case 009-19.

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.

Edward C. Whitmore

Edward Whitmore

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 11th day of February 2019, before me appeared Edward Whitmore, to me known to be the City Planner of City of Joplin, 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 by authority of its Board of Directors of the consideration stated therein and no other, and said Edward Whitmore acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

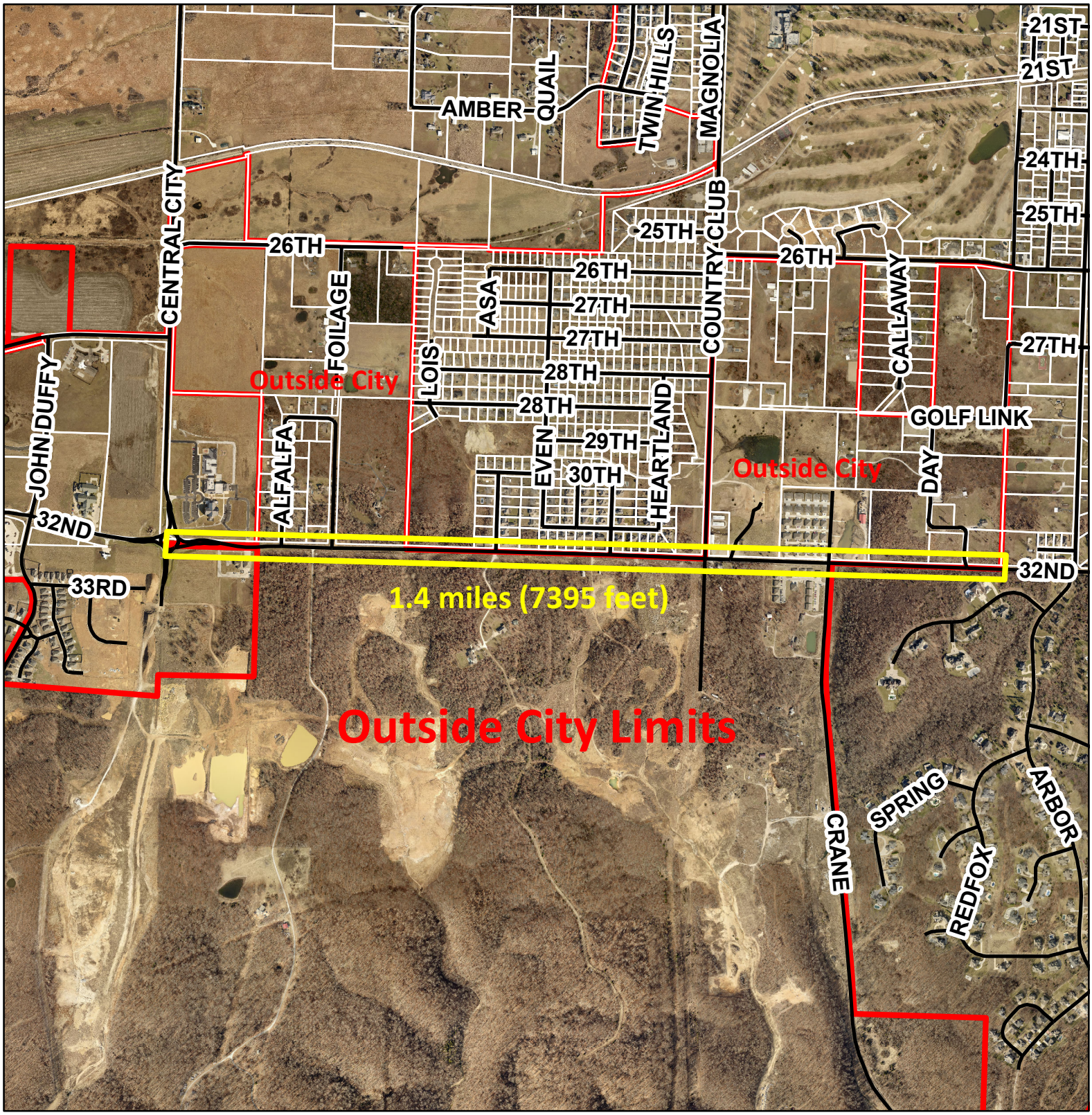
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: 6-29-2020.

Lindsay J. Dunn
LINDSAY J. DUNN

Notary Public

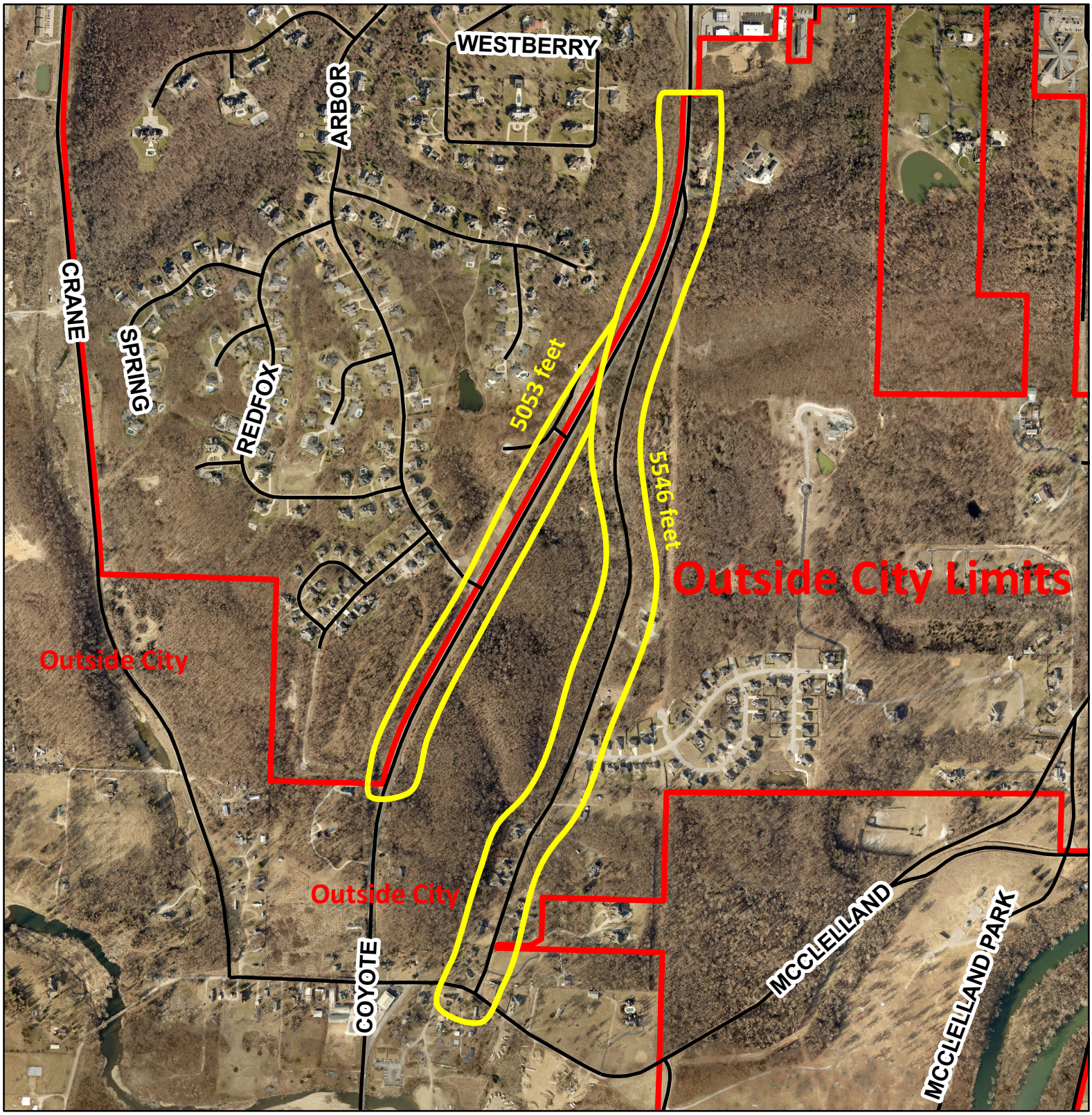
LINDSAY J. DUNN
NOTARY PUBLIC NOTARY SEAL #12380334
MY COMMISSION EXPIRES 6-29-2020
JASPER COUNTY
STATE OF MISSOURI



0 1,000 2,000 4,000 6,000 8,000 Feet

Case 009-19: Voluntary Annexation -- A portion of Right-of-Way located along 32nd Street between Central City Road and Golf Link Road -- City of Joplin

N



0 750 1,500 3,000 4,500 6,000 Feet

N

Case 009-19: Voluntary Annexation -- A portion of Right-of-Way located along Crow Road between McClelland Boulevard and Shifferdecker Avenue; and along Coyote Drive between McClelland Boulevard and Shifferdecker Avenue -- City of Joplin

JASPER COUNTY COMMISSION

John Bartosh
Presiding Commissioner

Tom Flanigan
Eastern District Commissioner

Darieus K. Adams
Western District Commissioner



302 S. Main
Carthage, MO 64836-0387

Carthage: 417-358-0421
Joplin: 417-625-4350

Toll Free: 800-404-0421
Fax: 417-358-0483

December 18, 2018

City of Joplin
ATTN: Edward Whitmore, Planning and Zoning
602 South Main Street
Joplin, MO 64801

To the City of Joplin:

This letter is to confirm that Jasper County agrees for the following portions of Right of Way to be annexed into the City of Joplin in order to widen the Right of Way between Central City Road and Schifferdecker Avenue:

32nd Street Annexation - Jasper County

All that part of the 32nd Street Right-of-Way lying in Lot Numbered One (1) in the Southwest Fractional Quarter (SW Frac 1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri.

AND

All that part of the 32nd Street Right-of-Way lying in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 17, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 17, Township 27 North, Range 33 West, Jasper County, Missouri.

Sincerely,

Darieus K. Adams
Western District Commissioner

THE NEWTON COUNTY COMMISSION

NEWTON COUNTY COURTHOUSE · 101 SOUTH WOOD · SUITE 201 · NEOSHO MO 64850

Phone: 417.451.8223 · Fax: 417.451.8289

MARILYN RUESTMAN
Presiding Commissioner

ALAN COOK
District 1 Commissioner

JIM JACKSON
District 2 Commissioner

December 12, 2018

To the City of Joplin:

This letter is to confirm that Newton County agrees for the following portions of Right of Way to be annexed into the City of Joplin in order to widen the Right of Way between Central City Road and Schifferdecker Avenue:

32nd Street Annexation - Newton County

All that part of the 32nd Street Right-of-Way lying in Lot Numbered Two (2) in the Northwest Fractional Quarter (NW Frac 1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in Lot Numbered One (1) in the Northwest Fractional Quarter (NW Frac 1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri.

AND

All that part of the 32nd Street Right-of-Way in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, lying West of the East Right-of-Way line of Crane Drive.

Coyote Dr/Schifferdecker Ave – South of 32nd ST to S. Line Sec 21

All that part of the of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the South One-Half (S ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southeast Quarter (SE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the South One-Half (S ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri.

Crow Road – South of 32nd ST to McClellalnd Blvd

All that part of the of the Crow Road Right-of-Way lying in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Crow Road Right-of-Way lying in the East One-Half (E ½) of the Southeast Quarter (SE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Crow Road Right-of-Way lying in the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri,

AND, All that part of the Crow Road Right-of-Way lying in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 29, Township 27 North, Range 33 West, Newton County, Missouri.

THE NEWTON COUNTY COMMISSION

Marilyn Ruestman
Presiding Commissioner

Alan Cook
District 1 Commissioner

Jim Jackson
District 2 Commissioner

P & Z Case 009-19
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-257 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, approximately 3.4 miles of Right of Way, located along 32nd Street between Central City Road and Golf Link Road; along Coyote Drive between McClelland Boulevard and Schifferdecker Avenue, Joplin, MO., Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RS Mo., 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:

All that part of the 32nd Street Right-of-Way lying in Lot Numbered One (1) in the Southwest Fractional Quarter (SW Frac 1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri. And all that part of the 32nd Street Right-of-Way lying in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 17, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-

Way lying in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 17, Township 27 North, Range 33 West, Jasper County, Missouri.
All that part of the 32nd Street Right-of-Way lying in Lot Numbered Two (2) in the Northwest Fractional Quarter (NW Frac 1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in Lot Numbered One (1) in the Northwest Fractional Quarter (NW Frac 1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 19, Township 27 North, Range 33 West, Newton County, Missouri. All that part of the 32nd Street Right-of-Way in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, lying West of the East Right-of-Way line of Crane Drive.
All that part of the of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the South One-Half (S ½) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southeast Quarter (SE ¼) of Section 20, Township 27 North, Range 33 West, Newton County, Missouri, AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the South One-Half (S ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri, AND, All that part of the Coyote Drive Right-of-Way (aka Schifferdecker Avenue) lying in the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 21, Township 27 North, Range 33 West, Newton County, Missouri; more generally described as approximately 1.4 miles of 32nd Street between Central City Road and Golf Link Road; and approximately 0.96 miles of Coyote Drive between McClelland Boulevard and Schifferdecker Avenue.

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 7th day of April 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019- 258 -Rezone to C-3 (Commercial).

MEETING DATE:
March 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 010-19: 715 S. Harlem Avenue – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) for the expansion of O'Reilly's Auto Parts – O'Reilly Auto Part.

BACKGROUND:
This property is a small lot that abuts a commercial business. The current use restricts the neighboring business from expanding the number of customers it serves.

Rezoning will positively affect neighboring properties. This is because there isn't currently a fence or other buffering methods that separate the commercial business from the residential homes. That's because this business existed at that location before the current zoning code was adopted, and the old requirements were grandfathered in.

O'Reilly Auto Parts is located on the adjacent lot, immediately north of the property to be rezoned. If this property is rezoned, O'Reilly plans to purchase that lot in order to expand the store 20 feet. The new addition will be used for parts storage.

PLANNING & ZONING COMMISSION TESTIMONY:
Wayne Stevenson, Andersen Engineering, 811 E 3rd Street, Joplin, MO. He is representing O'Reilly's Auto Parts for rezoning. It is located on West 7th Street, close to Maiden Lane. They would like to expand into the lot directly behind the store. They are in the process of acquiring the property. Eventually, they will be expanding the building to the south and comply with all screening requirements. There is residential behind the building. There will be a privacy fence and we will try to leave the mature trees.

Mr. Ramsour stated that there is a fence currently between the current O'Reilly's and the house. Will there be a new fence?

Mr. Stevenson stated there would be.

Mrs. Steele wanted to know if this is just for additional parking at this time?

Mr. Stevenson stated that it is a building expansion, roughly a 40-foot expansion behind the building. It will match the building that is there now as far as façade and looks.

Mr. Cortez asked if there has been communication with the residents around this area?

Mr. Stevenson stated that his experience with O'Reilly's when they have a situation like this is they hold the agreement from the tenant. O'Reilly's will hold that lease with that tenant.

Mr. Cortez asked about green space requirement, is there one here?

Mr. Bolander stated that the only green space will be the setbacks between the building and the south property line.

PUBLIC COMMENT;
Mr. Charles Obermann, 4314 W 25th Place, Joplin, MO. I am the owner of 718 Porter, which is right behind 715 Harlem across the alley. Asking Anderson Engineering if they anticipate extra traffic going down the alley?

Mr. Stevenson stated he didn't think so.

Mr. Obermann stated that he would be in favor of the rezone for the expansion

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

RECOMMENDATION:
Staff recommends approval of Case 010-19.

ATTACHMENTS
CB 2019- 258, Staff Planning Report, P&Z Commission Minutes

CB 2019-258

Case 010-19: 715 S. Harlem Avenue – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) for the expansion of O'Reilly's Auto Parts – O'Reilly's Auto Parts.

Wayne Stevenson, Andersen Engineering, 811 E 3rd Street, Joplin, MO. He is representing O'Reilly's Auto Parts for rezoning. It is located on West 7th Street, close to Maiden Lane. They would like to expand into the lot directly behind the store. They are in the process of acquiring the property. Eventually, they will be expanding the building to the south and comply with all screening requirements. There is residential behind the building. There will be a privacy fence and we will try to leave the mature trees.

Mr. Ramsour stated that there is a fence currently between the current O'Reilly's and the house. Will there be a new fence?

Mr. Stevenson stated there would be.

Mrs. Steele wanted to know if this is just for additional parking at this time?

Mr. Stevenson stated that it is a building expansion, roughly a 40-foot expansion behind the building. It will match the building that is there now as far as façade and looks.

Mr. Cortez asked if this match will be similar to the expansion O'Reilly's did on Range Line Rd?

Mr. Stevenson stated that it will be similar, except without the expensive wall.

Mr. Ramsour asked Staff that along 7th Street you have a few commercial buildings then residential, then commercial, then residential. After the tornado the City had a whole new plan for 20th Street. What is the situation with 7th Street with the combination of commercial and residential?

Mr. Bolander stated that 20th Street is a corridor in transition. Typically, we try to protect the homes, it was about Delaware east to Range Line Rd. The plan for that corridor was redone and recommends commercial. As far as the 7th Street corridor you will find a mix. You will find older neighborhoods. We try to protect those areas but if a request comes in we do look at that carefully.

Mr. Cortez wanted to know about the property that O'Reilly's is in the process of acquiring appears to be vacant. Is it vacant?

Mr. Stevenson stated he believed so.

Mr. Cortez asked if there has been communication with the residents around this area?

Mr. Stevenson stated that his experience with O'Reilly's when they have a situation like this is they hold the agreement from the tenant. O'Reilly's will hold that lease with that tenant.

Mr. Cortez asked about green space requirement, is there one here?

Mr. Bolander stated that the only green space will be the setbacks between the building and the south property line.

Mr. Cortez asked if there were any other questions for Anderson Engineering or staff? There were not.

Mr. Cortez asked if there was anyone else to speak in favor of this case?

Mr. Charles Oberman, 4314 W 25th Place, Joplin, MO. I am the owner of 718 Porter, which is right behind 715 Harlem across the alley. Asking Anderson Engineering if they anticipate extra traffic going down the alley?

Mr. Stevenson stated he didn't think so.

Mr. Oberman stated that he would be in favor of the rezone for the expansion.

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

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MRS. STEELE TO APPROVE CASE 010-19, 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: February 11, 2019
City Council Meeting: March 4, 2019

STAFF PLANNING REPORT
Rezoning

CASE 010-19 A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial District)

LOCATION 715 S. Harlem Avenue

APPLICANT O'Reilly Auto Parts

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential	0.17 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	R-1	R-1	C-3
Land Use	Commercial	Single-Family Residential	Single-Family Residential	Commercial

FUTURE LAND USE

Joplin's Future Land Use Map shows this lot as Low-Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Harlem Avenue	Secondary	60'

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

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Although this property currently has a residential zoning, it borders commercial properties that are located along a Planned Corridor. The Comprehensive Plan shows this property to continue being a residential lot. However, the Comprehensive Plan does not take into account the potential need for businesses to expand their stores along 7th Street. The Future Land Use Map generally shows commercially zoned properties along the 7th Street Planned Corridor to extend further south than this lot is located. It is justifiable to rezone this property to make it consistent with the development practices of the entire 7th Street Planned Corridor. Therefore, it would be consistent with the Comprehensive Plan to permit this rezoning.

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

This property is a small lot that abuts a commercial business. The current use restricts the neighboring business from expanding the number of customers it serves.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Rezoning will positively affect neighboring properties. This is because there isn't currently a fence or other buffering methods that separate the commercial business from the residential homes. That's because this business existed at that location before the current zoning code was adopted, and the old requirements were grandfathered in. However, if this property is rezoned, and the business expands their store onto the lot in question, the new buffer requirements will be met on the building plans. This will involve a solid 6-foot fence with landscaping. The surrounding neighborhood will be screened better than it currently is. Staff has already discussed these items with the engineer for the expansion of O'Reilly.

DISCUSSION

O'Reilly Auto Parts is located on the adjacent lot, immediately north of the property to be rezoned. If this property is rezoned, O'Reilly plans to purchase that lot in order to expand the store 20 feet. The new addition will be used for parts storage.

Staff recommends approval of Case 010-19.

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.:
Filing Fee: $500.00
Date Advertised:
Date Notices Sent:
P&Z Date:
City Council Date:

APPLICANT: Anderson Engineering INC. PHONE: 417-866-2741
ADDRESS: 2045 West Woodland, Springfield, MO ZIP: 65807
EMAIL: Ashaw@andersonengineeringinc.com
OWNER: Allison Anne Wilkins PHONE: 479-359-0050
ADDRESS: 11586 Cedar Drive Garfield, Arkansas ZIP: 72732
EMAIL: allifm@yahoo.com
LOCATION OF PROPERTY: 715 South Harlem Avenue Joplin, Mo 64801
LEGAL DESCRIPTION: The following described real estate situated in the county of Jasper, state of Missouri, to-it, all of lot number ninety-two (92) in Empire and INC company's first addition to the city of Joplin, Jasper County, Missouri.
Present Zoning Residential Requested Zoning: Commercial Acreage: 0.17
Present Use of Property: A residential house is located on the property.
Proposed Use of Property: Building addition from existing O'Reilly Auto parts

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	O'Reilly Auto Parts	Commercial
South	House	Residential
East	House	Residential
West	Family Dollar	Commercial

CHARACTER OF THE NEIGHBORHOOD: The neighborhood is partially commercial and partially residential.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: No

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
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: W. 7th St. , S. Harlem Ave.
2. Classification of Street(s):
   Arterial Urban (7th) Collector Urban (Harlem) Local N/A
3. Right-of-Way Width: 50'R/W
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? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   Electricity? No
   Gas? No
   Sewers? No
   Water? No
5. Additional Comments: N/A

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

N/A

SIGNATURE: Allison A. Wilkins DATE: 12/6/18

BY: Allison Anne Wilkins

TITLE: Owner



Case 010-19: 715 S. Harlem Avenue -- A request to rezone from Single Family Residential District (R1) to Commercial District (C3) for the expansion of O'Reilly's Auto Parts -- Anderson Engineering, Inc.

P & Z Case 010-19
O'Reilly Auto Part
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-258 ORDINANCE NO.

AN ORDINANCE approving 715 S. Harlem Avenue to include in District C-3 (Commercial District), 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 LOT NUMBER NINETY-TWO (92) IN EMPIRE AND INC COMPANY'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 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 No. 2019- 356, Building Regulations

MEETING DATE
March 4, 2019

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Sam Anselm.

SUMMARY
The City of Joplin updates our Building Codes approximately every six (6) years. Our last update of the codes took place in 2015, at which time the 20012 editions of the International Codes were adopted. At this time, we are proposing to adopt the 2018 editions of the International Codes, and the 2017 edition of the National Electrical Code.

By keeping our building codes current we receive a higher rating for that particular item from the I.S.O, as well as staying current with new life safety standards. Today we use and enforce modern Building Codes that address structural, fire, electrical, and mechanical safety as well as health and security issues. Our job is to make sure homes, schools, businesses, and other structures are safe places to live, work, and play. We provide inspection of construction projects at several stages to ensure that happens.

2018 International Building Code addresses design and installation of building systems with requirements that emphasize performance.

2018 International Residential Code brings uniformity to construction of one and two-family dwellings and townhouses up to three stories.

2018 International Plumbing Code sets minimum standards for fixtures, piping, fittings, and devices, as well as design and installation methods for water supply, sanitary drainage, and storm drainage.

2018 International Mechanical Code comprehensively regulates mechanical systems and equipment including heating, ventilation, air-conditioning, exhaust systems, chimneys and vents, ducts, appliances, boilers, water heaters, refrigeration, hydronic piping, and solar systems.

2018 International Fuel and Gas Code sets standards for fuel gas systems and gas fired appliances using prescriptive and performance related provisions.

2018 International Swimming Pool and Spa Code establishes minimum standards to Provide a reasonable level of safety and protection of health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location and maintenance or use of pools and spas.

2017 Edition of the National Electrical Code regulates the installation of fixtures, wiring, panels, etc., and the distribution of electrical power within all structures.

2018 International Existing Building Code is intended to provide alternative approaches to remodeling, repair or alteration of existing buildings. This code allows for options for controlled departure from full compliance with the International Codes dealing with new construction, while maintaining basic levels for fire prevention, structural and life safety features of the rehabilitated building.

BACKGROUND

It is with the adoption of the latest Codes that the Building Department and Fire Department can continue to serve the public's interest in regard to life, health, and safety issues within the buildings constructed and existing in the City of Joplin, and staff requests the Council to approve the adoption of the Codes outlined above, along with appendix sections and various amendments with an effective date of April 8, 2019.

Attached is a draft of the Ordinance to adopt the codes and chapter 26 changes. The amended or changed portions have been marked through but included in an effort to help identify the changes.

FUNDING SOURCE

N/A

RECOMMENDATION

Approval of the adoption of the 2018 ICC Building Codes and the 2017 National Electrical Code along with appendix sections and amendments with an effective date of April 8, 2019.

ATTACHMENTS

Council Bill No. 2015-362, Council Bill No. 2019-356 (Revised)

COUNCIL BILL NO. 2015-362 ORDINANCE NO.

AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing and enacting a new Article III, Building Code, and setting a date when this ordinance shall become effective.

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

Section 1. That Chapter 26, Buildings and Building Regulations, Article III Building Code, be repealed, and a new Chapter 26, Buildings and Building Regulations, Article III, Building Code, be enacted to read as follows:

"ARTICLE III BUILDING CODE*

Sec. 26-61. - Building code adopted.

The ~~2012~~ **2018** Edition of the International Building Code **including Appendix Chapters C, F, G, I, J**, as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic building code of the city. ~~Not less than three copies~~ **A copy** of said code as supplemented or amended, duly certified, ~~have~~ **has** been and now ~~are~~ **is** filed in the office of the city clerk.

Sec. 26-62. - Amendments to the International Building Code.

The building code adopted by **section 26-61** of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting ***[City of Joplin, Missouri]***

Section 105.2 - "Building Item ~~2~~ **1**" replace 120 square feet with 200 square feet.

Section 105.2 – "Building Item 2" Deleted in its entirety.

Chapter 13 Energy Efficiency is deleted in its entirety.

Section ~~1405.10~~ 1404.11 is amended by adding the following paragraph:
Material commonly known as "corrugated sheet iron"; "corrugated sheet steel", "strong barn", etc., will not be permitted to be used as an exterior finish on any commercial or residential building. It shall also not be permitted or allowed as roofing material on any type building or structure.

Section ***1608*** of the building code is hereby amended to provide that 30 pounds per square foot, non-reduced snow load be utilized in determining the design snow loads for roofs, in no case, shall the design ***roof*** snow load be less than 30 pounds per square foot.

Section 1612.3 is amended by inserting: **[City of Joplin].**

Section 1612.3 is amended by inserting: [***The most current Effective Flood Insurance Rate Map***].

Section ***1809.5*** is amended by adding the following paragraphs to the existing section.
The depth of footings for frost protection shall be 30 inches from finish grade to bottom of footing.

Accessory - residential or commercial storage type buildings with approved treated skids or the "portable" type for moving from one location to another, are exempt from the footing requirements if under 200 square feet, but shall be required to be anchored or tied down in an approved manner to prevent possible overturning from ***a minimum 90 mph*** wind.

Sec. 26-63. - Penalties.

Notwithstanding any other provision of this article, a person violating any provisions of this article or obstructing its enforcement shall be deemed guilty of a misdemeanor, and upon conviction thereof in municipal court, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-64. – Work by homeowners.

Nothing in this article shall prevent any bona fide home-owner from doing their own work in, or on, their own family residence in which they, or they and their family legally reside, providing that all materials and methods used comply with this article and other applicable codes, that the owner has a permit from the City of Joplin, that they personally, purchases all materials used and personally perform all labor, and that all required inspections are made and a certificate of completion issued by the building official or his designee.

Sec. 26-65. – Work by other than homeowners.

Work on any structure, other than work by bona fide homeowners as defined under section 26-64, shall be performed by permitted, licensed contractors.

Sec. 26-66. - Residential code adopted.

The ~~**2012**~~ 2018 Edition of the International Residential Code for One and Two Family Dwellings including Appendix Chapters A, B, C, D, ~~G,~~ H, I, J, M, N, ***O, P,*** ~~Q,~~ as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic residential building code of the city. ~~Not less than three copies~~ A copy of said code as supplemented or amended, duly certified, ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this article.

Sec. 26-67. - Amendments to the International Residential Code.

The [residential] building code adopted by section 26-66 of this article is hereby amended, changed, and altered, as follows:

Section R101.1 is amended by inserting: [**City of Joplin, *Missouri.***].

Section R104.11 is amended by adding the following paragraph to the existing section:
The alternative method commonly known as "pole barn" or "laminated pole" type structures shall be limited to commercial buildings and accessory buildings only and not for residential dwelling units.

Section R105.2 is amended by deleting item 2 in its entirety.

Section R105.2 is amended by deleting item 5 in its entirety.

Table R301.2 (1) is amended by inserting:

GROUND SNOW LOAD	***30 psf***
WIND SPEED	***90 mph***
TOPOGROPHIC EFFECTS	***NO***
SPEACIAL WIND REGION	***NO***
SEISMIC DESIGN CATEGORY	***A***
WEATHERING	***Severe***
FROST LINE DEPTH	***30 inches***
TERMITE	***Moderate to heavy***
WINTER DESIGN TEMP	***9 degrees***
ICE BARRIER UNDERLAYMENT REQUIRED	***No***
FLOOD HAZARDS	***December 8, 1976***
	November 2, 2012 ***FIRM panels, 29097CINDOC0C, 29097C0142E, 29097C0144E, 29097C0161E, 29097C0163E, 29097C0255E, 29097C0256E, 29097C0257E, 29097C0258E, 29097C0259E, 29097C0266E, , 29097C0267E, 29097C0268E, 29097C0269E, 29097C0276E, 29097C0277E, 29097C0278E, 29097C0279E, 29097C0283E, 29097C0284E, 29097C0285E, 29097C0286E, 29097C0287E, 29097C0288E, 29097C0295E***
AIR FREEZING INDEX	***500***
MEAN ANNUAL TEMP	***55 degrees F***

Section R403.1.1 is amended by adding wording: "All footings for residential construction are to be at least 16 inches in width and eight inches in thickness."

R403.1.6 Foundation anchorage. Replace "…anchor bolts spaced a maximum of 6 feet on center" with ***"anchor bolts spaced a maximum of four (4) feet on center".***

Section ***R ~~404.1.1.1~~ 404.1.2.1*** Masonry foundation walls is amended to read as follows:

"*R ~~404.1.1.1~~* 404.1.2.1 Masonry foundation walls. Concrete masonry and clay masonry foundation walls shall be constructed as set forth in Table R404.1.1(1), R404.1.1(2), R404.1.1(3) or R404.1.1(4) and shall ~~also~~ comply with ~~the provisions of Section R404 and the~~ applicable provisions of Sections R606~~, R607 and R608~~. In buildings assigned to Seismic Design Categories D0, D1 and D2, concrete masonry and clay masonry foundation walls shall also comply with Section R404.1.4. Rubble stone masonry foundation walls shall be constructed in accordance with Sections R404.1.8 and R~~607.2.2~~ 606.4.2. Rubble stone masonry walls shall not be used in Seismic Design Categories D0, D1 and D2.

Regardless of the height of unbalanced backfill referenced in the tables, every masonry foundation shall have a minimum of one #4 reinforcing bar a maximum of every 4′ on center that is securely anchored in the supporting footing under the wall. The block cells that contain the reinforcing steel and the anchor bolts shall be filled with concrete. If the tables require more than this minimum, then the requirements of the tables shall apply."

Section R802.11 Roof tie-down. is amended to read by adding the following paragraph:

"All trusses and rafters shall be fastened to the supporting wall assembly by mechanical connections capable of providing the resistance required in Table R802.11. In no case shall the connections be made by solely toe-nailing."

Chapter 11 Energy Efficiency is deleted in its entirety and replaced with the Chapter 11 provisions of the 2006 International Residential Code.
Exception: The insulation requirement for floors shall not be required.

Section ~~R~~ P3008.1 Backwater Valves is amended to read as follows:
"All plumbing fixtures shall be protected by a backwater valve installed in the building drain."

Section ***E3406.11.1****, Exception* is amended to read:
"Splices shall be permitted within surface-mounted raceways that have removable covers, subject to fill requirements."

Section ***E3608*** shall be amended by adding the following paragraph at the beginning:
"The primary grounding electrode for all new construction shall be a concrete-encased electrode as defined by section ***E 3608.1.2***"

Sec. 26-68. - Mechanical code adopted.

The ***~~2012~~*** 2018 Edition of the International Mechanical Code including Appendix Chapters A, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of regulating and controlling the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and/or appurtenances thereto, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy related systems. ~~Not less than three copies~~ A copy of said code as supplemented or amended ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-69. - Amendments to the International Mechanical Code.

The mechanical code adopted by section 26-68 of this article is hereby amended, altered, and changed as follows:

Section 101.1 is amended by inserting the name of this jurisdiction, "City of Joplin, Missouri."

Section 106.5.2 is amended to read as follows:
106.5.2 Fee Schedule: The permit fees for all mechanical work shall be as indicated in section Article IV of Chapter 26 of the Joplin City Code.

Section 106.5.3, Fee Refunds, is deleted.

Section 108.4 is amended to read as follows:

108.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof, or who shall install mechanical work in violation of an approved plan or directive of the Building Official or his designee or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in section 1-5 of the Joplin City Code.

Section 108.5 is amended to read as follows:

108.5 Stop Work Orders: Any person who shall continue any mechanical work in or about the structure after having been served with a stop work order, except such work as he/she is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-70. – Fuel and Gas Code adopted.

The ~~***2012***~~ **2018** Edition of the International Fuel Gas Code including Appendix Chapters A, B, C, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of regulating and governing fuel gas systems and gas fired appliances in the city. ~~Not less than three copies.~~ A copy of said code as supplemented or amended, duly certified, ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this chapter.

Sec. 26-71. - Amendments to the International Fuel and Gas Code.

The Fuel Gas Code adopted by section 26-70 of this article is hereby amended, changed, and altered, as follows:

Section-101.1. Insert: **[City of Joplin].**

Section ***106.6.2****.* Insert: [Fee schedule from Article IV of Chapter 26 of the Joplin City Code].

Section ***106.6.3*** ~~Delete provision number 2 and number 3.~~ Fee Refunds, is deleted.

Section 108.4 is hereby amended to read as follows:

108.4 Violations and Penalties: Any person who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in Section 1-5 of the Joplin City Code.

Section 108.5 is hereby amended to read as follows:

108.5 Stop work orders: Any person who shall continue any fuel gas work in or about the structure after having been served with a stop work order, except such work as he/she is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-72. - Plumbing code adopted.

The ~~***2012***~~ **2018** Edition of the International Plumbing Code including Appendix Chapters B, ~~***C,***~~ D, E, ~~F~~, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing plumbing. ~~Not less than three copies~~ A copy of said code as supplemented or amended ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-73. - Amendments to the International Plumbing Code.

The plumbing code adopted by section 26-72 of this article is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting: **[City of Joplin, *Missouri*]**.

Section 106.6.2 is amended to read as follows:

106.6.2 Fee Schedule. The permit fees for all plumbing work shall be as indicated in Article IV of Chapter 26 and 118-235 of the Joplin City Code.

Section 106.6.3, Fee Refunds, ***is deleted***.

Section 108.4 is amended to read as follows:

108.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or who shall install plumbing work in violation of an approved plan or directive of the plumbing official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor punishable as provided in Section 1-5 of the Joplin City Code.

Section 108.5 is amended to read as follows:

108.5 Stop Work Orders: Any person who shall continue any plumbing work in or about the structure after having been served with a stop work order, except such work as he is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in Section 1-5 of the Joplin City Code.

Section 701.2 is added to read as follows:

~~***701.2.1* Sewer~~ 701.2 Connection to Sewer Required: See **Section *118-83*,** et seq., of the Joplin City Code pertaining to availability of sanitary sewer.

Section ~~715~~ 714 is amended to read as follows:

~~715.1~~ 714.1 Sewage backflow: All plumbing fixtures shall be protected by a backwater valve installed in the building drain.

Section ***903.1*** is amended by inserting: [12 inches].

Sec. 26-74. Electrical code adopted.

The ~~**2011**~~ 2017 Edition of the National Electrical Code for electrical wiring and apparatus as recommended by the National Fire Protection Association, as supplemented or amended, is hereby adopted and made a part hereof by reference. ~~Not less than three copies.~~ A copy of said code as supplemented or amended ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-75. – Reserved.

Sec. 26-76. Soil Testing for lead and cadmium prior to building permit issuance in designated areas.

In areas of the city designated as potentially contaminated with soil lead or cadmium, no building permit shall be Issued pursuant to this chapter on any property to be used for a residential dwelling or dwelling unit, child Occupied facility including, but not limited to, day care centers, preschools or kindergartens, or recreational areas Such as parks or ball fields where children are likely to congregate, until after testing of soil has been conducted and results indicate less than 400 parts per million (ppm) lead and less than 75 (ppm) cadmium.

In the area of the city designated as the expedited debris removal (EDR) area, no building permit shall be issued for any property to be used for a residential dwelling or dwelling unit, child occupied facility including, but not limited to, day care centers, preschools or kindergartens, or recreational areas such as parks or ball fields where children are likely to congregate, until after testing of soil has been conducted and results indicate less than 400 ppm lead and 75 ppm cadmium if such property is more than 50 percent of the value of the structure at the time of destruction or if additions to any structure are going to be made that require soil excavation.

In the event testing indicates 400 ppm lead or more, or 75 ppm cadmium or more, no building permit shall be issued on such property until such time as a remediation plan approved by the Jasper County Health Department has been completed and a certificate of approval has been issued for the property.

Failure to comply with any provisions of this section or the provisions of the Jasper County Health Department Shall be punishable as provided in section 1-5 of the Code of Ordinances of the City of Joplin. Further, no occupancy permit for affected property may be issued if a violation of this section is in place.

~~Sec. 26-77—26-78. Reserved.~~

Sec. 26-77. – Swimming Pool Code Adopted

The 2018 Edition of the International Swimming Pool and Spa Code as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing swimming pools and spas. A copy of said code as supplemented or amended has been and now is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-78. - Amendments to the International Swimming Pool and Spa Code.

The swimming pool and spa code adopted by section 26-77 of this article is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting: [City of Joplin, ***Missouri***].

***Section 101.5* is added by adding the following paragraph:**

Locations. Private swimming pools shall not encroach on any front or side yard required by the basic code, abridged code or the governing zoning law, except by specific rules of the community in which it may be located. No wall of a swimming pool shall be located less than three feet from any rear or side property line, *12 feet from any primary or accessory structure,* or ten feet from any street property line, except by specific rules of the community in which it may be located.

Section 105.6.2 is amended to read as follows:

105.6.2 Fee Schedule. The permit fees for all swimming pools and spas shall be as indicated in Article IV of Chapter 26 of the Joplin City Code.

Section 105.6.3, Fee Refunds, ***is deleted***.

Section 107.4 is amended to read as follows:

107.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or who shall install swimming pool or spa work in violation of an approved plan or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor punishable as provided in Section 1-5 of the Joplin City Code.

Section 107.5 is amended to read as follows:

107.5 Stop Work Orders: Any person who shall continue any work on or about the structure after having been served with a stop work order, except such work as he is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in Section 1-5 of the Joplin City Code.

Section 301.2 Consult the current operational pool ordinance for lifeguard requirements and other considerations. (residential pools excluded)

Section 307.1.2 is amended as follows:

307.1.2 Colors and finishes. The colors, patterns, or finishes of the pools and spa interiors shall Be white or light pastel in color such that from the pool deck a bather is visible on the pool floor. The finish shall be at least 6.5 on the Munsell color value scale. Exceptions shall be made for the following:

1.) Residential pools and spa's
2.) Competitive lane markings
3.) Dedicated competitive diving well floors
4.) Step or bench edge markings
5.) Pools shallower than 24 inches (61.0 cm)
6.) Water line tiles
7.) Wave pool and surf pool depth change indicator tiles
8.) Depth markings and lines
9.) Other approved designs

Section 307.1.5 is amended as follows:

307.1.5 Floor transition line. For pools, other than residential pools and spas, deeper than 5 feet (1.5 m), a line of contrasting color, not less than 2 inches (5.1 cm) and not more than 6 inches (15.2 cm) in width, shall be clearly and permanently installed on the pool floor at the shallow side of the break in the floor slope, and extend up the pool walls to the waterline.

Sec.409.5 Shallow-to-deep-end rope and float line. Where a pool has a water depth ranging from less than 5 feet to greater than 5 feet, a rope and float line shall be located 1 foot horizontally from the 5- foot depth location, toward the shallow end of the pool.

Sec 26-79- Existing Building Code Adopted

The ~~2012~~ 2018 Edition of the International Existing Building Code including appendix B as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing energy conservation requirements. ~~Not less than three copies~~ A copy of said code as supplemented or amended ~~have~~ has been and now ~~are~~ is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-80. – Amendments to the Existing Building Code

The Existing building code adopted by section 26-79 of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting [**City of Joplin, Missouri**]

Section 113.4 is hereby amended to read as follows:

113.4 Violations and Penalties: Any person who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in Section 1-5 of the Joplin City Code.

Secs. 26-81 – 26-90. Reserved.

Section 2. This ordinance shall become effective ~~November 10, 2015~~, April 8, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, ~~2015.~~ 2019.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2019-356 ORDINANCE NO.

AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing and enacting a new Article III, Building Code, and setting a date when this ordinance shall become effective.

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

Section 1. That Chapter 26, Buildings and Building Regulations, Article III Building Code, be repealed, and a new Chapter 26, Buildings and Building Regulations, Article III, Building Code, be enacted to read as follows:

"ARTICLE III BUILDING CODE*

Sec. 26-61. - Building code adopted.

The **2018** Edition of the International Building Code **including Appendix Chapters C, F, G, I, J**, as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic building code of the city. **A copy** of said code as supplemented or amended, duly certified, **has** been and now **is** filed in the office of the city clerk.

Sec. 26-62. - Amendments to the International Building Code.

The building code adopted by **section 26-61** of this article is hereby amended, changed, and altered, as follows:

*Section 101.1 is amended by inserting **[City of Joplin, Missouri]***

Section 105.2 - "Building Item **1**" replace 120 square feet with 200 square feet.

Section 105.2 – "Building Item 2" Deleted in its entirety.

Chapter 13 Energy Efficiency is deleted in its entirety.

*Section **1404.11*** is amended by adding the following paragraph:
Material commonly known as "corrugated sheet iron"; "corrugated sheet steel", "strong barn", etc., will not be permitted to be used as an exterior finish on any commercial or residential building. It shall also not be permitted or allowed as roofing material on any type building or structure.

*Section **1608*** of the building code is hereby amended to provide that 30 pounds per square foot, non-reduced snow load be utilized in determining the design snow loads for roofs, in no case, shall the design ***roof*** snow load be less than 30 pounds per square foot.

Section 1612.3 is amended by inserting: **[City of Joplin].**

Section 1612.3 is amended by inserting: [***The most current Effective Flood Insurance Rate Map***].

Section 1809.5 is amended by adding the following paragraphs to the existing section.
The depth of footings for frost protection shall be 30 inches from finish grade to bottom of footing.

Accessory - residential or commercial storage type buildings with approved treated skids or the "portable" type for moving from one location to another, are exempt from the footing requirements if under 200 square feet but shall be required to be anchored or tied down in an approved manner to prevent possible overturning from ***a minimum 90 mph*** wind.

Sec. 26-63. - Penalties.

Notwithstanding any other provision of this article, a person violating any provisions of this article or obstructing its enforcement shall be deemed guilty of a misdemeanor, and upon conviction thereof in municipal court, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-64. – Work by homeowners.

Nothing in this article shall prevent any bona fide home-owner from doing their own work in, or on, their own family residence in which they, or they and their family legally reside, providing that all materials and methods used comply with this article and other applicable codes, that the owner has a permit from the City of Joplin, that they personally, purchases all materials used and personally perform all labor, and that all required inspections are made and a certificate of completion issued by the building official or his designee.

Sec. 26-65. – Work by other than homeowners.

Work on any structure, other than work by bona fide homeowners as defined under section 26-64, shall be performed by permitted, licensed contractors.

Sec. 26-66. - Residential code adopted.

The **2018** Edition of the International Residential Code for One and Two Family Dwellings including Appendix Chapters A, B, C, D, H, I, J, M, N, ***O, P,*** as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic residential building code of the city. **A copy** of said code as supplemented or amended, duly certified, **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this article.

Sec. 26-67. - Amendments to the International Residential Code.

The [residential] building code adopted by section 26-66 of this article is hereby amended, changed, and altered, as follows:

Section R101.1 is amended by inserting: [**City of Joplin, *Missouri.***].

Section R104.11 is amended by adding the following paragraph to the existing section:
The alternative method commonly known as "pole barn" or "laminated pole" type structures shall be limited to commercial buildings and accessory buildings only and not for residential dwelling units.

Section R105.2 is amended by deleting item 2 in its entirety.

Section R105.2 is amended by deleting item 5 in its entirety.

Table R301.2 (1) is amended by inserting:

GROUND SNOW LOAD	***30 psf***
WIND SPEED	***90 mph***
TOPOGROPHIC EFFECTS	***NO***
SPEACIAL WIND REGION	***NO***
SEISMIC DESIGN CATEGORY	***A***
WEATHERING	***Severe***
FROST LINE DEPTH	***30 inches***
TERMITE	***Moderate to heavy***
WINTER DESIGN TEMP	***9 degrees***
ICE BARRIER UNDERLAYMENT REQUIRED	***No***
FLOOD HAZARDS	***December 8, 1976*** ***November 2, 2012*** ***FIRM panels, 29097CINDOC0C, 29097C0142E, 29097C0144E, 29097C0161E, 29097C0163E, 29097C0255E, 29097C0256E, 29097C0257E, 29097C0258E, 29097C0259E, 29097C0266E, , 29097C0267E, 29097C0268E, 29097C0269E, 29097C0276E, 29097C0277E, 29097C0278E, 29097C0279E, 29097C0283E, 29097C0284E, 29097C0285E, 29097C0286E, 29097C0287E, 29097C0288E, 29097C0295E***
AIR FREEZING INDEX	***500***
MEAN ANNUAL TEMP	***55 degrees F***

Section R403.1.1 is amended by adding wording: "All footings for residential construction are to be at least 16 inches in width and eight inches in thickness."

R403.1.6 Foundation anchorage. Replace "…anchor bolts spaced a maximum of 6 feet on center" with ***"anchor bolts spaced a maximum of four (4) feet on center".***

Section ***R 404.1.2.1*** Masonry foundation walls is amended to read as follows:

"*R 404.1.2.1* Masonry foundation walls. Concrete masonry and clay masonry foundation walls shall be constructed as set forth in Table R404.1.1(1), R404.1.1(2), R404.1.1(3) or R404.1.1(4) and shall comply with applicable provisions of Sections R606. In **buildings assigned to** Seismic Design Categories D0, D1 and D2, concrete masonry and clay masonry foundation walls shall also comply with Section R404.1.4. Rubble stone masonry foundation walls shall be constructed in accordance with Sections R404.1.8 and **R606.4.2**. Rubble stone masonry walls shall not be used in Seismic Design Categories D0, D1 and D2.

Regardless of the height of unbalanced backfill referenced in the tables, every masonry foundation shall have a minimum of one #4 reinforcing bar a maximum of every 4′ on center that is securely anchored in the supporting footing under the wall. The block cells that contain the reinforcing steel and the anchor bolts shall be filled with concrete. If the tables require more than this minimum, then the requirements of the tables shall apply."

Section R802.11 Roof tie-down. is amended to read by adding the following paragraph:

"All trusses and rafters shall be fastened to the supporting wall assembly by mechanical connections capable of providing the resistance required in Table R802.11. In no case shall the connections be made by solely toe-nailing."

Chapter 11 Energy Efficiency is deleted in its entirety and replaced with the Chapter 11 provisions of the 2006 International Residential Code.
Exception: The insulation requirement for floors shall not be required.

Section P3008.1 Backwater Valves is amended to read as follows:

"All plumbing fixtures shall be protected by a backwater valve installed in the building drain."

Section ***E3406.11.1****, Exception* is amended to read:

"Splices shall be permitted within surface-mounted raceways that have removable covers, subject to fill requirements."

Section ***E3608*** shall be amended by adding the following paragraph at the beginning:

"The primary grounding electrode for all new construction shall be a concrete-encased electrode as defined by section ***E 3608.1.2***"

Sec. 26-68. - Mechanical code adopted.

The ***2018*** Edition of the International Mechanical Code including Appendix Chapters A, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of regulating and controlling the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and/or appurtenances thereto, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy related systems. **A copy** of said code as supplemented or amended **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-69. - Amendments to the International Mechanical Code.

The mechanical code adopted by section 26-68 of this article is hereby amended, altered, and changed as follows:

Section 101.1 is amended by inserting the name of this jurisdiction, "City of Joplin, Missouri."

Section 106.5.2 is amended to read as follows:

106.5.2 Fee Schedule: The permit fees for all mechanical work shall be as indicated in section Article IV of Chapter 26 of the Joplin City Code.

Section 106.5.3, Fee Refunds, is deleted.

Section 108.4 is amended to read as follows:

108.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof, or who shall install mechanical work in violation of an approved plan or directive of the Building Official or his designee or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in section 1-5 of the Joplin City Code.

Section 108.5 is amended to read as follows:

108.5 Stop Work Orders: Any person who shall continue any mechanical work in or about the structure after having been served with a stop work order, except such work as he/she is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-70. – Fuel and Gas Code adopted.

The ***2018*** Edition of the International Fuel Gas Code including Appendix Chapters A, B, C, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of regulating and governing fuel gas systems and gas fired appliances in the city. **A copy** of said code as supplemented or amended, duly certified, **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this chapter.

Sec. 26-71. - Amendments to the International Fuel and Gas Code.

The Fuel Gas Code adopted by section 26-70 of this article is hereby amended, changed, and altered, as follows:

Section-101.1. Insert: **[City of Joplin].**

Section 106.6.2. Insert: [Fee schedule from Article IV of Chapter 26 of the Joplin City Code].

*Section **106.6.3*** **Fee Refunds, is deleted.**

Section 108.4 is hereby amended to read as follows:

108.4 Violations and Penalties: Any person who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in Section 1-5 of the Joplin City Code.

Section 108.5 is hereby amended to read as follows:

108.5 Stop work orders: Any person who shall continue any fuel gas work in or about the structure after having been served with a stop work order, except such work as he/she is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in section 1-5 of the Joplin City Code.

Sec. 26-72. - Plumbing code adopted.

The ***2018*** Edition of the International Plumbing Code including Appendix Chapters B, D, E, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing plumbing. **A copy** of said code as supplemented or amended **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-73. - Amendments to the International Plumbing Code.

The plumbing code adopted by section 26-72 of this article is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting: **[City of Joplin, *Missouri*]**.

Section 106.6.2 is amended to read as follows:

106.6.2 Fee Schedule. The permit fees for all plumbing work shall be as indicated in Article IV of Chapter 26 and 118-235 of the Joplin City Code.

Section 106.6.3, Fee Refunds, ***is deleted***.

Section 108.4 is amended to read as follows:

108.4 Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or who shall install plumbing work in violation of an approved plan or directive of the plumbing official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor punishable as provided in Section 1-5 of the Joplin City Code.

Section 108.5 is amended to read as follows:

108.5 Stop Work Orders: Any person who shall continue any plumbing work in or about the structure after having been served with a stop work order, except such work as he is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in Section 1-5 of the Joplin City Code.

Section 701.2 is added to read as follows:

701.2 Connection to Sewer Required: See **Section *118-83*,** et seq., of the Joplin City Code pertaining to availability of sanitary sewer.

Section *714* is amended to read as follows:

714.1 Sewage backflow: All plumbing fixtures shall be protected by a backwater valve installed in the building drain.

*Section **903.1*** is amended by inserting: [12 inches].

Sec. 26-74. Electrical code adopted.

The **2017** Edition of the National Electrical Code for electrical wiring and apparatus as recommended by the National Fire Protection Association, as supplemented or amended, is hereby adopted and made a part hereof by reference. **A copy** of said code as supplemented or amended **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-75. – Reserved.

Sec. 26-76. Soil Testing for lead and cadmium prior to building permit issuance in designated areas.

In areas of the city designated as potentially contaminated with soil lead or cadmium, no building permit shall be Issued pursuant to this chapter on any property to be used for a residential dwelling or dwelling unit, child Occupied facility including, but not limited to, day care centers, preschools or kindergartens, or recreational areas Such as parks or ball fields where children are likely to congregate, until after testing of soil has been conducted and results indicate less than 400 parts per million (ppm) lead and less than 75 (ppm) cadmium.

In the area of the city designated as the expedited debris removal (EDR) area, no building permit shall be issued for any property to be used for a residential dwelling or dwelling unit, child occupied facility including, but not limited to, day care centers, preschools or kindergartens, or recreational areas such as parks or ball fields where children are likely to congregate, until after testing of soil has been conducted and results indicate less than 400 ppm lead and 75 ppm cadmium if such property is more than 50 percent of the value of the structure at the time of destruction or if additions to any structure are going to be made that require soil excavation.

In the event testing indicates 400 ppm lead or more, or 75 ppm cadmium or more, no building permit shall be issued on such property until such time as a remediation plan approved by the Jasper County Health Department has been completed and a certificate of approval has been issued for the property.

Failure to comply with any provisions of this section or the provisions of the Jasper County Health Department Shall be punishable as provided in section 1-5 of the Code of Ordinances of the City of Joplin. Further, no occupancy permit for affected property may be issued if a violation of this section is in place.

Sec. 26-77. – Swimming Pool Code Adopted

The 2018 Edition of the International Swimming Pool and Spa Code as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing swimming pools and spas. A copy of said code as supplemented or amended has been and now is filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-78. - Amendments to the International Swimming Pool and Spa Code.

The swimming pool and spa code adopted by section 26-77 of this article is hereby amended, altered, and changed in the following respects:

***Section 101.1* is amended by inserting: [City of Joplin, *Missouri*].**

***Section 101.5* is added by adding the following paragraph:**

Locations. Private swimming pools shall not encroach on any front or side yard required by the basic code, abridged code or the governing zoning law, except by specific rules of the community in which it may be located. No wall of a swimming pool shall be located less than three feet from any rear or side property line, *12 feet from any primary or accessory structure,* or ten feet from any street property line, except by specific rules of the community in which it may be located.

***Section 105.6.2* is amended to read as follows:**

***105.6.2* Fee Schedule. The permit fees for all swimming pools and spas shall be as indicated in Article IV of Chapter 26 of the Joplin City Code.**

***Section 105.6.3,* Fee Refunds, *is deleted*.**

***Section 107.4* is amended to read as follows:**

***107.4* Violation Penalties: Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or who shall install swimming pool or spa work in violation of an approved plan or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor punishable as provided in Section 1-5 of the Joplin City Code.**

***Section 107.5* is amended to read as follows:**

***107.5* Stop Work Orders: Any person who shall continue any work on or about the structure after having been served with a stop work order, except such work as he is directed to perform to remove a violation or unsafe conditions, shall be subject to punishment as provided in Section 1-5 of the Joplin City Code.**

Section 301.2 Consult the current operational pool ordinance for lifeguard requirements and other considerations. (residential pools excluded)

Section 307.1.2 is amended as follows:

307.1.2 Colors and finishes. The colors, patterns, or finishes of the pools and spa interiors shall

Be white or light pastel in color such that from the pool deck a bather is visible on the pool floor.

The finish shall be at least 6.5 on the Munsell color value scale. Exceptions shall be made for the

following:

1. **Residential pools and spa's**
2. **Competitive lane markings**
3. **Dedicated competitive diving well floors**
4. **Step or bench edge markings**
5. **Pools shallower than 24 inches (61.0 cm)**
6. **Water line tiles**
7. **Wave pool and surf pool depth change indicator tiles**
8. **Depth markings and lines**
9. **Other approved designs**

Section 307.1.5 is amended as follows:

307.1.5 Floor transition line. For pools, other than residential pools and spas, deeper than 5 feet (1.5 m), a line of contrasting color, not less than 2 inches (5.1 cm) and not more than 6 inches (15.2 cm) in width, shall be clearly and permanently installed on the pool floor at the shallow side of the break in the floor slope, and extend up the pool walls to the waterline.

Sec.409.5 Shallow-to-deep-end rope and float line. Where a pool has a water depth ranging from less than 5 feet to greater than 5 feet, a rope and float line shall be located 1 foot horizontally from the 5- foot depth location, toward the shallow end of the pool.

Sec 26-79- Existing Building Code Adopted

The **2018** Edition of the International Existing Building Code including appendix B as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing energy conservation requirements. **A copy** of said code as supplemented or amended **has** been and now **is** filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 26-80. – Amendments to the Existing Building Code

The Existing building code adopted by section 26-79 of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting [**City of Joplin, Missouri**]

Section 113.4 is hereby amended to read as follows:

113.4 Violations and Penalties: Any person who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable as provided in Section 1-5 of the Joplin City Code.

Secs. 26-81 – 26-90. Reserved.

Section 2. This ordinance shall become effective April 8, 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 No. 2019- 357, Building Regulations

MEETING DATE
March 4, 2019

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Sam Anselm.

SUMMARY
The City of Joplin updates our Building Codes approximately every six (6) years. Our last update of the codes took place in 2015, at which time the 20012 editions of the International Codes were adopted. At this time, we are proposing to adopt the 2018 editions of the International Codes, and the 2017 edition of the National Electrical Code.

By keeping our building codes current we receive a higher rating for that particular item from the I.S.O, as well as staying current with new life safety standards. Today we use and enforce modern Building Codes that address structural, fire, electrical, and mechanical safety as well as health and security issues. Our job is to make sure homes, schools, businesses, and other structures are safe places to live, work, and play. We provide inspection of construction projects at several stages to ensure that happens.

> **2018 International Fire Code** coordinated with the International Building Code, references national standards to comprehensively address fire safety in new and existing buildings.

BACKGROUND
It is with the adoption of the latest Codes that the Building Department and Fire Department can continue to serve the public's interest in regard to life, health, and safety issues within the buildings constructed and existing in the City of Joplin, and staff requests the Council to approve the adoption of the Codes outlined above, along with appendix sections and various amendments with an effective date of April 8, 2019.

Attached is a draft of the Ordinance to adopt the codes and chapter 58 changes. The amended or changed portions have been marked through but included in an effort to help identify the changes.

FUNDING SOURCE: N/A

RECOMMENDATION
Approval of the adoption of the 2018 ICC International Fire Code along with appendix sections and amendments with an effective date of April 8, 2019.

ATTACHMENTS
Council Bill No. 2015-364, Council Bill No. 2019-357 (Revised)

COUNCIL BILL NO. 2015-364 ORDINANCE NO.

AN ORDINANCE amending Chapter 58 and setting a date when this ordinance shall become effective.

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

Sec. 58-51. - Adopted.

The ~~2012~~ 2018 Edition of the International Fire Code and appendices B, C, D, F, G, **& I**, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. Not less than three copies of said code as supplemented or amended have been and now are filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 58-52. - Definitions.

(a) Whenever the word "municipality" is used in the fire prevention code adopted by this division, it shall be held to mean the city.

(b) Wherever the term "corporation counsel" is used in the fire prevention code adopted by this division, it shall be held to mean the city attorney.

Sec. 58-53. - Amendments.

The fire prevention code adopted by the provisions of this division is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting the name of this jurisdiction, "**City of Joplin, Missouri**."

Section 104.6.2 is amended by adding "The fire code official or his designees shall perform annual fire safety inspections of each A, B, M, F, I, E, H, S, R3 daycare occupancies in the City limits of Joplin & R1, R2, R4 occupancies.

Section ~~**109.4**~~ 110.4 is amended by inserting: [Misdemeanor, $500.00, 100 days].

Section ~~*111.4*~~ 112.4 is amended by inserting: [$25.00, $500.00].

Section 307.1 is amended to read "307.1 General. See Ordinance Section 58-1 of the City of Joplin, Code of Ordinances.

Section 505.1 is amended to read "505.1 Address Numbers. See Ordinance Section 106-137 of the City of Joplin, Code of Ordinances."

Section **5601.1** is amended to read as follows: "The provisions of this chapter and Ordinances 58-62 and 58-63 of the City of Joplin, Code of Ordinances, shall govern the possession, manufacture, storage, handling, sale and use of explosives, explosive materials, fireworks, and small arms ammunition."

Sec. 58-54. – Enforcement.

The fire prevention code shall be enforced by the bureau of fire prevention.

Sec. 58-55. – Violations; penalty.

(a) Any person who shall violate any of the provisions of the fire prevention code adopted by this division or fail to comply therewith, or who shall violate or fail to comply with any order duly made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken within the time fixed in this division, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in section 1 – 5 of the Joplin City Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

(b) The application of the penalty set out in subsection (a) of this section shall not be held to prevent the enforced removal of prohibited conditions.

Sec. 58-56. – Modifications

The fire chief or his designee shall have power to modify or grant variance to any of the provisions of the current adopted fire code upon application in writing of the owner or lessee, or his duly authorized agent, when there are practical difficulties in carrying out the strict letter of the fire prevention code; provided that the spirit of such code shall be observed, public safety secured with equal or greater protection, and substantial justice done. The fire chief or his designee thereon, shall be entered upon the records of the fire department, and a signed copy shall be furnished to the applicant.

Sec. 58-57. – New materials, processes or occupancies requiring permits.

The building board of appeals, with the fire chief or his designee and the chief building official, shall act as a committee to determine and specify after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those enumerated in the fire prevention code.

Sec. 58-58. – Appeals

Whenever the fire chief or his designee shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal in writing the decision of the fire chief or his designee to the building board of appeals within 30 days from the date of the decision appealed. The applicant may appeal in writing the decision of the building board of appeals to the Joplin City Council within 30 days from the date of the building board decision.

Sec. 58-59. – Reserved.

Sec. 58-60. - Geographic Limits.

That the geographic limits referred to in certain sections of the ~~2012~~ 2018 International Fire Code are hereby established as follows:

Section ***5704.2.9.6.1*** The storage of Class I and Class II liquids in above-ground tanks (exceeding 660 gallons) outside of buildings is prohibited in the City limits of Joplin, Missouri.

Section **6104.2** The storage of liquefied petroleum is restricted for protection of heavily populated or congested areas in the City limits of Joplin, Missouri.

Section **5601**The storage of explosives shall be restricted and comply with provisions set forth in Chapter **56** of the International Fire Code.

Section **5601.3** Possession, manufacture, storage, sale, handling, and use of fireworks shall be in accordance with Chapter **56** of the International Fire Code and all Joplin City ordinances pertaining to fireworks.

Sec. 58-61. - Reserved.

Sec. 58-62. - Routes for vehicles transporting explosives and blasting agents.

The routes for vehicles transporting explosives and blasting agents are hereby established as designated by the traffic engineer.

Sec. 58-63. - Routes for vehicles transporting hazardous chemicals or other hazardous materials.

Vehicles transporting hazardous materials and chemicals shall be routed to avoid congested traffic in densely populated areas. The routes referred to in this section are to be established as designated by the traffic engineer.

Sec. 58-64. - Compliance with fireworks regulations.

Notwithstanding the provisions of the ~~2012~~ 2018 International Fire Code adopted by this division, all persons shall comply in all respects with the provisions of sections 58-65 through 58-67 relative to fireworks and devices of like character.

Sec. 58-65. - Possession and use of fireworks generally.

(a) No person shall set off, ignite, discharge, use, or possess for such purpose, 1.4G (formerly known as Class C) or 1.3 G (formerly known as Class B) fireworks which include: any toy cannon, blank cartridge, firecracker, torpedo, pinwheel, pyrotechnic materials, or any explosive material used in fireworks displays or material with substance consisting of chlorate of potash and Sulphur, or device for discharging or exploding such objects or substances by concussion or ignition, within the city or any of the city parks, except on July 1, 2, 3 and 4 of each year, and on July 5 when July 4 occurs on Sunday and July 5 is celebrated as the official holiday, between the hours of 12:00 noon and 11:00 p.m. Exceptions: 1.4G party favor devices, such as champagne bottles, poppers, snaps, and confetti pistols.

(b) The exceptions set out in subsection (a) of this section shall not be construed to permit the discharge, use or possession of bottle rockets. No person, at any time, shall set off, ignite, discharge or use, or possess for such purpose, bottle rockets within the city or any of the city parks, except as provided in section 58-67. For the purposes of this section, bottle rockets shall be defined as any device that contains less than one-eighth ounce of chlorate of potash and Sulphur with a total body weight of less than one-half ounce and with a body length of less than two inches, including any modifications to such device, with a launching stick attached to the body.

(c) In addition, no person at any time, shall set off, ignite, discharge or use, or possess for such purpose, Chinese lanterns or sky lanterns within the city or any of the city parks. For the purpose of this section, Chinese lanterns shall be defined as any device constructed from oiled rice paper or lightweight paper on a bamboo or wire frame, and contains a small candle or fuel cell composed of a waxy flammable material or any other type of fuel cell where when lit, the flame heats the air inside the lantern, thus lowering its density and causing the lantern to rise into the air.

(d) The fire chief or his designee, in the interest of public safety, may issue an order prohibiting discharge of fireworks as described in this section within the city limits of Joplin or on property owned by the city. During the time set forth in such order, it shall be unlawful for any person to discharge fireworks in the area designated in the fire chief's order.

Sec. 58-66. - Sale of fireworks.

(a) *Permit required; sale near fuel dispensing stations.* No person shall sell, offer for sale or give away any of the articles described in section 58-65 without first having secured from the director of finance a fireworks sales permit, the cost of which shall be $50.00 per calendar year or for any portion thereof. Such permit shall be publicly displayed in a suitable location for inspection at the shop, store or stand in which the articles referred to are for sale. None of such articles shall be sold in any shop, store or stand within 300 feet of any fuel dispensing station. This shall include but is not limited to places of retail or wholesale business engaged in the sale of gasoline, diesel, propane or natural gas.

(b) *Days when sales may be made.* None of the articles described in section 58-65 shall be sold in any calendar year prior to 12:00 midnight on June 30 or after 12:00 midnight on July 4.

(1) Exceptions: 1.4G favor devices such as champagne bottles, poppers, snaps, and confetti pistols.

(c) *Notice of restrictions on possession and use.* Any person who shall sell or offer for sale fireworks in the city shall post a notice in at least one location in a publicly conspicuous place at the shop, store or stand in which the articles referred to in section 58-65 are for sale upon such notice form as provided by the director of finance, to read substantially as follows:

NOTICE

Joplin Code, section 58-65. Prohibitions on possession and use of fireworks:

(a) No person shall set off, ignite, discharge, use, or possess for such purpose, any 1.4G (formerly known as Class C) or 1.3G (formerly known as Class B) fireworks which include: any toy cannon, blank cartridge, firecracker, torpedo, pinwheel, pyrotechnic materials, or any explosive material used in fireworks displays or material with substance consisting of chlorate of potash and Sulphur, or device for discharging or exploding such objects or substances by concussion or ignition, within the city or any of the city parks, except on July 1, 2, 3 and 4 of each year, and on July 5 when July 4 occurs on Sunday and July 5 is celebrated as the official holiday, between the hours of 12:00 noon and 11:00 p.m., or without an operational permit issued by the Fire Chief or his designee. Exceptions: 1.4G party favor devices, such as champagne bottles, poppers, snaps, and confetti pistols.

(b) The exceptions set out in subsection (a) of this section shall not be construed to permit the discharge, use or possession of bottle rockets. No person, at any time, shall set off, ignite, discharge or use, or possess for such purpose, bottle rockets **or Chinese lanterns** within the city or any of the city parks, except as provided in section 58-67. For the purposes of this section, bottle rockets shall be defined as any device that contains less than one-eighth ounce of chlorate of potash and Sulphur with a total body weight of less than one-half ounce and with a body length of less than two inches, including any modifications to such device, with a launching stick attached to the body.

(c) Chinese lanterns shall be defined as any device constructed from oiled rice paper or lightweight paper on a bamboo or wire frame and contains a small candle or fuel cell composed of a waxy flammable material or any other type of fuel cell where when lit, the flame heats the air inside the lantern, thus lowering its density and causing the lantern to rise into the air.

(d) The Fire Chief or his designee, in the interest of public safety, may issue an order prohibiting discharge of fireworks as described in this section within the city limits of Joplin or on property owned by the city. During the time set forth in such order, it shall be unlawful for any person to discharge fireworks in the area designated in the Fire Chief's order.

(e) *Exceptions.* Notwithstanding anything contained in this section to the contrary, it shall be permissible for items of fireworks as defined in RSMo 320.131 to be sold at wholesale or retail by holders of a jobber's permit to nonlicensed buyers from outside of the state at all times during the calendar year.

(f) *Sale of bottle rockets.* The provisions of this section shall not be construed to permit the sale, offer for sale or giveaway of bottle rockets. No person, at any time, shall sell, offer for sale or give away bottle rockets within the city limits or any of the city parks, except as provided in section 58-67

Sec. 58-67. - Public displays of fireworks.

Public displays of 1.3G and 1.4G fireworks shall be allowed for outdoor displays and proximate audience displays provided that the promoter desiring to put on such public display shall first receive an operational permit from the fire chief or his designee allowing such display and specifying the nature thereof and the time and the place in which it is to take place, submit copies of Missouri State shooters license, and submit copy of $1,000,000.00 surety bond or insurance. Public displays shall be under the supervision of the fire chief or his designee, and subject to provisions of the ~~**2012**~~ **2018** International Fire Code Section **5608** and applicable sections of Joplin City Ordinances. Displays shall have at least one fire department truck and appropriate personnel standing by on site for the duration of the display plus one hour for safety checks. Cost of fire department stand-by shall be at the promoter's expense.

Sec. 58-68. - Schedule of fees.

The following is a schedule of the fire department permit fees:

(1) *Plan review.* Where a fire plan review is required for any reason, fees shall be collected for such plan review as follows:

a. Fire commercial plan review fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500.00 per plan review.

1. The value of the project in this section shall be computed by one of the following methods and approved by the fire marshal.

a) Provided by the person applying for the permit and verified by the fire marshal.

b) Calculated using the building valuation data published in the Building Safety Journal each February issue (on file in the city clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

2. The minimum value of the project shall be calculated using the building valuation data Published in the Building Safety Journal each February issue based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. Sprinkler/standpipe plan review fee shall be $200.00 for commercial permits and $50.00 for residential permits.

c. Alarm system plan review fee shall be $200.00 for commercial permits and $50.00 for residential permits.

(2) *Permit fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction.

a. *Operational permit fees.* Operational permits, as referenced in the International Fire Code, shall be issued on a yearly basis and may be revoked by the fire marshal at any time for cause. Operational permits shall be $50.00 for the first permit and $25.00 for each additional permit, but not to exceed $500.00 each calendar year.

b. *Construction permit fees.* Construction permits, as referenced in the International Fire Code, shall be issued at the time of the construction, repair, replacement or extension of all listed systems, processes or occupancies as set out in the International Fire Code. These permits may be revoked by the fire marshal at any time for cause. Construction permits shall be $100.00 each.

(3) *Burn permit fees.*

a. *General burn permit fee.* A general burn permit shall be issued prior to any such burning inside the City of Joplin. A general burn permit for piles less than three feet diameter by two feet high shall cost $5.00. A burn permit shall be valid for up to three consecutive days. Prior to burning, a holder of a valid burn permit must contact the Joplin Fire Department to obtain permission to burn on that given day.

b. Burning relating to land clearing may be allowed at the discretion of the fire chief or his designee. The permit fee shall be fifty $50.00 per each three-day period and must be compliant with all conditions stated in Sec. 58-1 (2)

(4) *Reinspection fees.*

a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:

1) When wrong address is provided.

2) When work is not ready for inspection when called.

3) When work is not installed in compliance with city ordinances and/or applicable codes.

4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

(5) *Firework stand fees.*

a. $50.00 per calendar year as referenced in section 58-66

(6) *Fee review process.* City council shall review the costs of services with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fees charge."

Section 3. This ordinance shall become effective on ~~November 10, 2015~~. April 8, 2019.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, ~~2015.~~ 2019.

_____
Michael L. Seibert – Mayor

ATTEST:

_____
Barbara Hogelin – City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2019-357 ORDINANCE NO.

AN ORDINANCE amending Chapter 58 and setting a date when this ordinance shall become effective.

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

Sec. 58-51. - Adopted.

The **2018** Edition of the International Fire Code and appendices B, C, D, F, G, & I, as supplemented or amended, is hereby adopted and made a part hereof by reference for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. Not less than three copies of said code as supplemented or amended have been and now are filed in the office of the city clerk and the same is incorporated as if fully set out at length in this division.

Sec. 58-52. - Definitions.

(a) Whenever the word "municipality" is used in the fire prevention code adopted by this division, it shall be held to mean the city.

(b) Wherever the term "corporation counsel" is used in the fire prevention code adopted by this division, it shall be held to mean the city attorney.

Sec. 58-53. - Amendments.

The fire prevention code adopted by the provisions of this division is hereby amended, altered, and changed in the following respects:

Section 101.1 is amended by inserting the name of this jurisdiction, "**City of Joplin, Missouri**."

Section 104.6.2 is amended by adding "The fire code official or his designees shall perform annual fire safety inspections of each A, B, M, F, I, E, H, S, R3 daycare occupancies in the City limits of Joplin & R1, R2, R4 occupancies.

Section **110.4** is amended by inserting: [Misdemeanor, $500.00, 100 days].

Section **112.4** is amended by inserting: [$25.00, $500.00].

Section 307.1 is amended to read "307.1 General. See Ordinance Section 58-1 of the City of Joplin, Code of Ordinances.

Section 505.1 is amended to read "505.1 Address Numbers. See Ordinance Section 106-137 of the City of Joplin, Code of Ordinances."

Section **5601.1** is amended to read as follows: "The provisions of this chapter and Ordinances 58-62 and 58-63 of the City of Joplin, Code of Ordinances, shall govern the possession, manufacture, storage, handling, sale and use of explosives, explosive materials, fireworks, and small arms ammunition."

Sec. 58-54. – Enforcement.

The fire prevention code shall be enforced by the bureau of fire prevention.

Sec. 58-55. – Violations; penalty.

(a) Any person who shall violate any of the provisions of the fire prevention code adopted by this division or fail to comply therewith, or who shall violate or fail to comply with any order duly made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken within the time fixed in this division, shall severally, for each and every such violation and noncompliance respectively, be guilty of a misdemeanor, punishable as provided in section 1 – 5 of the Joplin City Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable time. When not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

(b) The application of the penalty set out in subsection (a) of this section shall not be held to prevent the enforced removal of prohibited conditions.

Sec. 58-56. – Modifications

The fire chief or his designee shall have power to modify or grant variance to any of the provisions of the current adopted fire code upon application in writing of the owner or lessee, or his duly authorized agent, when there are practical difficulties in carrying out the strict letter of the fire prevention code; provided that the spirit of such code shall be observed, public safety secured with equal or greater protection, and substantial justice done. The fire chief or his designee thereon, shall be entered upon the records of the fire department, and a signed copy shall be furnished to the applicant.

Sec. 58-57. – New materials, processes or occupancies requiring permits.

The building board of appeals, with the fire chief or his designee and the chief building official, shall act as a committee to determine and specify after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those enumerated in the fire prevention code.

Sec. 58-58. – Appeals

Whenever the fire chief or his designee shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal in writing the decision of the fire chief or his designee to the building board of appeals within 30 days from the date of the decision appealed. The applicant may appeal in writing the decision of the building board of appeals to the Joplin City Council within 30 days from the date of the building board decision.

Sec. 58-59. – Reserved.

Sec. 58-60. - Geographic Limits.

That the geographic limits referred to in certain sections of the **2018** International Fire Code are hereby established as follows:

Section 5704.2.9.6.1 The storage of Class I and Class II liquids in above-ground tanks (exceeding 660 gallons) outside of buildings is prohibited in the City limits of Joplin, Missouri.

Section **6104.2** The storage of liquefied petroleum is restricted for protection of heavily populated or congested areas in the City limits of Joplin, Missouri.

Section **5601**The storage of explosives shall be restricted and comply with provisions set forth in Chapter **56** of the International Fire Code.

Section **5601.3** Possession, manufacture, storage, sale, handling, and use of fireworks shall be in accordance with Chapter **56** of the International Fire Code and all Joplin City ordinances pertaining to fireworks.

Sec. 58-61. - Reserved.

Sec. 58-62. - Routes for vehicles transporting explosives and blasting agents.

The routes for vehicles transporting explosives and blasting agents are hereby established as designated by the traffic engineer.

Sec. 58-63. - Routes for vehicles transporting hazardous chemicals or other hazardous materials.

Vehicles transporting hazardous materials and chemicals shall be routed to avoid congested traffic in densely populated areas. The routes referred to in this section are to be established as designated by the traffic engineer.

Sec. 58-64. - Compliance with fireworks regulations.

Notwithstanding the provisions of the **2018** International Fire Code adopted by this division, all persons shall comply in all respects with the provisions of sections 58-65 through 58-67 relative to fireworks and devices of like character.

Sec. 58-65. - Possession and use of fireworks generally.

(a) No person shall set off, ignite, discharge, use, or possess for such purpose, 1.4G (formerly known as Class C) or 1.3 G (formerly known as Class B) fireworks which include: any toy cannon, blank cartridge, firecracker, torpedo, pinwheel, pyrotechnic materials, or any explosive material used in fireworks displays or material with substance consisting of chlorate of potash and sulphur, or device for discharging or exploding such objects or substances by concussion or ignition, within the city or any of the city parks, except on July 1, 2, 3 and 4 of each year, and on July 5 when July 4 occurs on Sunday and July 5 is celebrated as the official holiday, between the hours of 12:00 noon and 11:00 p.m. Exceptions: 1.4G party favor devices, such as champagne bottles, poppers, snaps, and confetti pistols.

(b) The exceptions set out in subsection (a) of this section shall not be construed to permit the discharge, use or possession of bottle rockets. No person, at any time, shall set off, ignite, discharge or use, or possess for such purpose, bottle rockets within the city or any of the city parks, except as provided in section 58-67. For the purposes of this section, bottle rockets shall be defined as any device that contains less than one-eighth ounce of chlorate of potash and sulphur with a total body weight of less

than one-half ounce and with a body length of less than two inches, including any modifications to such device, with a launching stick attached to the body.

(c) In addition, no person at any time, shall set off, ignite, discharge or use, or possess for such purpose, Chinese lanterns or sky lanterns within the city or any of the city parks. For the purpose of this section, Chinese lanterns shall be defined as any device constructed from oiled rice paper or lightweight paper on a bamboo or wire frame, and contains a small candle or fuel cell composed of a waxy flammable material or any other type of fuel cell where when lit, the flame heats the air inside the lantern, thus lowering its density and causing the lantern to rise into the air.

(d) The fire chief or his designee, in the interest of public safety, may issue an order prohibiting discharge of fireworks as described in this section within the city limits of Joplin or on property owned by the city. During the time set forth in such order, it shall be unlawful for any person to discharge fireworks in the area designated in the fire chief's order.

Sec. 58-66. - Sale of fireworks.

(a) *Permit required; sale near fuel dispensing stations.* No person shall sell, offer for sale or give away any of the articles described in section 58-65 without first having secured from the director of finance a fireworks sales permit, the cost of which shall be $50.00 per calendar year or for any portion thereof. Such permit shall be publicly displayed in a suitable location for inspection at the shop, store or stand in which the articles referred to are for sale. None of such articles shall be sold in any shop, store or stand within 300 feet of any fuel dispensing station. This shall include but is not limited to places of retail or wholesale business engaged in the sale of gasoline, diesel, propane or natural gas.

(b) *Days when sales may be made.* None of the articles described in section 58-65 shall be sold in any calendar year prior to 12:00 midnight on June 30 or after 12:00 midnight on July 4.

(1) Exceptions: 1.4G favor devices such as champagne bottles, poppers, snaps, and confetti pistols.

(c) *Notice of restrictions on possession and use.* Any person who shall sell or offer for sale fireworks in the city shall post a notice in at least one location in a publicly conspicuous place at the shop, store or stand in which the articles referred to in section 58-65 are for sale upon such notice form as provided by the director of finance, to read substantially as follows:

NOTICE

Joplin Code, section 58-65. Prohibitions on possession and use of fireworks:

(a) No person shall set off, ignite, discharge, use, or possess for such purpose, any 1.4G (formerly known as Class C) or 1.3G (formerly known as Class B) fireworks which include: any toy cannon, blank cartridge, firecracker, torpedo, pinwheel, pyrotechnic materials, or any explosive material used in fireworks displays or material with substance consisting of chlorate of potash and sulphur, or device for discharging or exploding such objects or substances by concussion or ignition, within the city or any of the city parks, except on July 1, 2, 3 and 4 of each year, and on July 5 when July 4 occurs on Sunday and July 5 is celebrated as the official holiday, between the hours of 12:00 noon and 11:00 p.m., or without an operational permit issued by the Fire Chief or his designee. Exceptions: 1.4G party favor devices, such as champagne bottles, poppers, snaps, and confetti pistols.

(b) The exceptions set out in subsection (a) of this section shall not be construed to permit the discharge, use or possession of bottle rockets. No person, at any time, shall set off, ignite, discharge or use, or possess for such purpose, bottle rockets **or Chinese lanterns** within the city or any of the city parks, except as provided in section 58-67. For the purposes of this section, bottle rockets shall be defined as any device that contains less than one-eighth ounce of chlorate of potash and sulphur with

a total body weight of less than one-half ounce and with a body length of less than two inches, including any modifications to such device, with a launching stick attached to the body.

(c) Chinese lanterns shall be defined as any device constructed from oiled rice paper or lightweight paper on a bamboo or wire frame and contains a small candle or fuel cell composed of a waxy flammable material or any other type of fuel cell where when lit, the flame heats the air inside the lantern, thus lowering its density and causing the lantern to rise into the air.

(d) The Fire Chief or his designee, in the interest of public safety, may issue an order prohibiting discharge of fireworks as described in this section within the city limits of Joplin or on property owned by the city. During the time set forth in such order, it shall be unlawful for any person to discharge fireworks in the area designated in the Fire Chief's order.

(e) *Exceptions.* Notwithstanding anything contained in this section to the contrary, it shall be permissible for items of fireworks as defined in RSMo 320.131 to be sold at wholesale or retail by holders of a jobber's permit to nonlicensed buyers from outside of the state at all times during the calendar year.

(f) *Sale of bottle rockets.* The provisions of this section shall not be construed to permit the sale, offer for sale or giveaway of bottle rockets. No person, at any time, shall sell, offer for sale or give away bottle rockets within the city limits or any of the city parks, except as provided in section 58-67

Sec. 58-67. - Public displays of fireworks.

Public displays of 1.3G and 1.4G fireworks shall be allowed for outdoor displays and proximate audience displays provided that the promoter desiring to put on such public display shall first receive an operational permit from the fire chief or his designee allowing such display and specifying the nature thereof and the time and the place in which it is to take place, submit copies of Missouri State shooters license, and submit copy of $1,000,000.00 surety bond or insurance. Public displays shall be under the supervision of the fire chief or his designee, and subject to provisions of the **2018** International Fire Code Section **5608** and applicable sections of Joplin City Ordinances. Displays shall have at least one fire department truck and appropriate personnel standing by on site for the duration of the display plus one hour for safety checks. Cost of fire department stand-by shall be at the promoter's expense.

Sec. 58-68. - Schedule of fees.

The following is a schedule of the fire department permit fees:

(1) *Plan review.* Where a fire plan review is required for any reason, fees shall be collected for such plan review as follows:

a. Fire commercial plan review fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500.00 per plan review.

1. The value of the project in this section shall be computed by one of the following methods and approved by the fire marshal.

a) Provided by the person applying for the permit and verified by the fire marshal.

b) Calculated using the building valuation data published in the Building Safety Journal each February issue (on file in the city clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

2. The minimum value of the project shall be calculated using the building valuation data Published in the Building Safety Journal each February issue based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. Sprinkler/standpipe plan review fee shall be $200.00 for commercial permits and $50.00 for residential permits.

c. Alarm system plan review fee shall be $200.00 for commercial permits and $50.00 for residential permits.

(2) *Permit fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction.

a. *Operational permit fees.* Operational permits, as referenced in the International Fire Code, shall be issued on a yearly basis and may be revoked by the fire marshal at any time for cause. Operational permits shall be $50.00 for the first permit and $25.00 for each additional permit, but not to exceed $500.00 each calendar year.

b. *Construction permit fees.* Construction permits, as referenced in the International Fire Code, shall be issued at the time of the construction, repair, replacement or extension of all listed systems, processes or occupancies as set out in the International Fire Code. These permits may be revoked by the fire marshal at any time for cause. Construction permits shall be $100.00 each.

(3) *Burn permit fees.*

a. *General burn permit fee.* A general burn permit shall be issued prior to any such burning inside the City of Joplin. A general burn permit for piles less than three feet diameter by two feet high shall cost $5.00. A burn permit shall be valid for up to three consecutive days. Prior to burning, a holder of a valid burn permit must contact the Joplin Fire Department to obtain permission to burn on that given day.

b. Burning relating to land clearing may be allowed at the discretion of the fire chief or his designee. The permit fee shall be fifty $50.00 per each three-day period and must be compliant with all conditions stated in Sec. 58-1 (2)

(4) *Reinspection fees.*

a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:

1) When wrong address is provided.

2) When work is not ready for inspection when called.

3) When work is not installed in compliance with city ordinances and/or applicable codes.

4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

(5) *Firework stand fees.*

a. $50.00 per calendar year as referenced in section 58-66

(6) *Fee review process.* City council shall review the costs of services with all user fees at least on a bi-annual basis during the budget process to determine the appropriateness of the fees charge."

Section 3. This ordinance shall become effective on April 8, 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 2019-113 a work authorization with Allgeier, Martin and Associates, Inc. for construction inspection and construction management on the Schifferdecker Bridge Project.

MEETING DATE
March 18, 2019

ORIGINATING DEPARTMENT
Public Works

REVIEWED BY
Director of Public Works - David Hertzberg, Director of Finance- Leslie Haase, City Attorney- Peter C. Edwards, Interim City Manager – Daniel Pekarek

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. for the Schifferdecker Bridge Project in the not to exceed amount of One Hundred Twenty-Five Thousand and no/100 dollars ($125,000.00) for Construction inspection and construction management.

BACKGROUND
The City of Joplin, the Jasper County Special Road District, and the Jasper County Commission are working in partnership to construct a new bridge on Schifferdecker Avenue over Turkey Creek. The memorandum of understanding received council approval on January 22, 2013. The project includes road work to realign Zora and Schifferdecker Avenue to connect with the new bridge alignment. Jasper County has a contract with Allgeier Martin & Associates to provide design of the bridge and that design scope included a small amount of inspection and on site engineering. This was anticipated to be used for critical elements of the bridge construction. The City intended to use our own construction inspectors. With the current workload of construction inspection being experienced by the engineering department of Public Works additional services are needed from Allgeier, Martin and Associates, Inc.

FUNDING SOURCE
These payments are included in the FY 2018-19 budget of the Capital Improvement Sales Tax fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an 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, as such, this Ordinance shall become effective immediately upon its passage.

ATTACHMENTS
CB2019-113 Ordinance; Work Authorization; Council Bill, location Map

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier Martin and Associates, Inc. Address: 7231 E. 24th Street Joplin, MO 64804	
Attention: Mr. David Hertzberg, P.E. DHertzbe@joplinmo.org		Attention: Michael Atkinson, P.E. Vice President	
Department: Public Works		Phone: 417.680.7352	Fax: 417.680.7300
Phone: 417.624.0820	Fax: 417.625.4738	Schifferdecker Bridge Inspection	

WORK AUTHORIZATION NUMBER AMA-OC-18-005.3
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 AMA-OC-18-005.3 exceed the sum of One Hundred Twenty-Five Thousand Dollars ($ 125,000).

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: Allgeier Martin and Associates, Inc.

By: Michael Atkinson

Printed Name: Michael Atkinson, P.E.

Title: Vice President

Date: March 5, 2019

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

Exhibit A

Project Name/Description Schifferdecker Bridge over Turkey Creek
Consultant Allgeier Martin and Associates, Inc.

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. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.

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.

RPR's

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.

The scope of services indicated above are limited to part time inspection of all bridge and roadway elements. The Engineer will endeavor to advise of deficient or defective items found or revealed during requested inspection times. All remaining items unseen by the Engineer will be certified by the City.

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.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

ATTACHMENT NUMBER TWO TO EXHIBIT A

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2018

LABOR RATES

Classification	Hourly Billing Rate 01/01/2018 thru 12/31/2018
Principal/Engineer V	$210
Principal/Engineer IV	$195
Principal/Engineer III	$180
Project Manager/Engineer II	$160
Project Manager/Engineer I	$145
Technician III/GIS Specialist	$132
Technician III	$112
Technician II	$100
Technician I	$94
Two-Man GPS Survey Crew	$185
One-Man GPS Survey Crew	$145
Three-Man Survey Crew	$201
Two-Man Survey Crew	$160
Registered Land Surveyor II	$170
Registered Land Surveyor I	$150
Survey Crew Member	$76
Right of Way Specialist	$116
Project Representative III	$112
Project Representative II	$100
Project Representative I	$92
Secretary/Assistant	$76
Print Specialist	$76

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.54 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost

Work Authorization AMA-OC-18-005.3

Manpower Projection

City of Joplin - Schifferdecker Bridge over Turkey Creek
ENGINEERING SERVICES

CLASSIFICATION	Hours	RATE	EXTENDED COST
Part 1 -Basic Services			
Section A1.07 - A1.09 Construction Engineering Services			
Engineer III	210	$180	$37,800.00
Subtotal			**$37,800.00**
Section A1.08 Resident Project Representation Services			
* Project Representative III	765	$112	$85,680.00
Travel			$1,800.00
Subtotal			**$87,480.00**
Total Estimated All-Tasks			**$125,280.00**
Established Contract Ceiling			**$125,000.00**

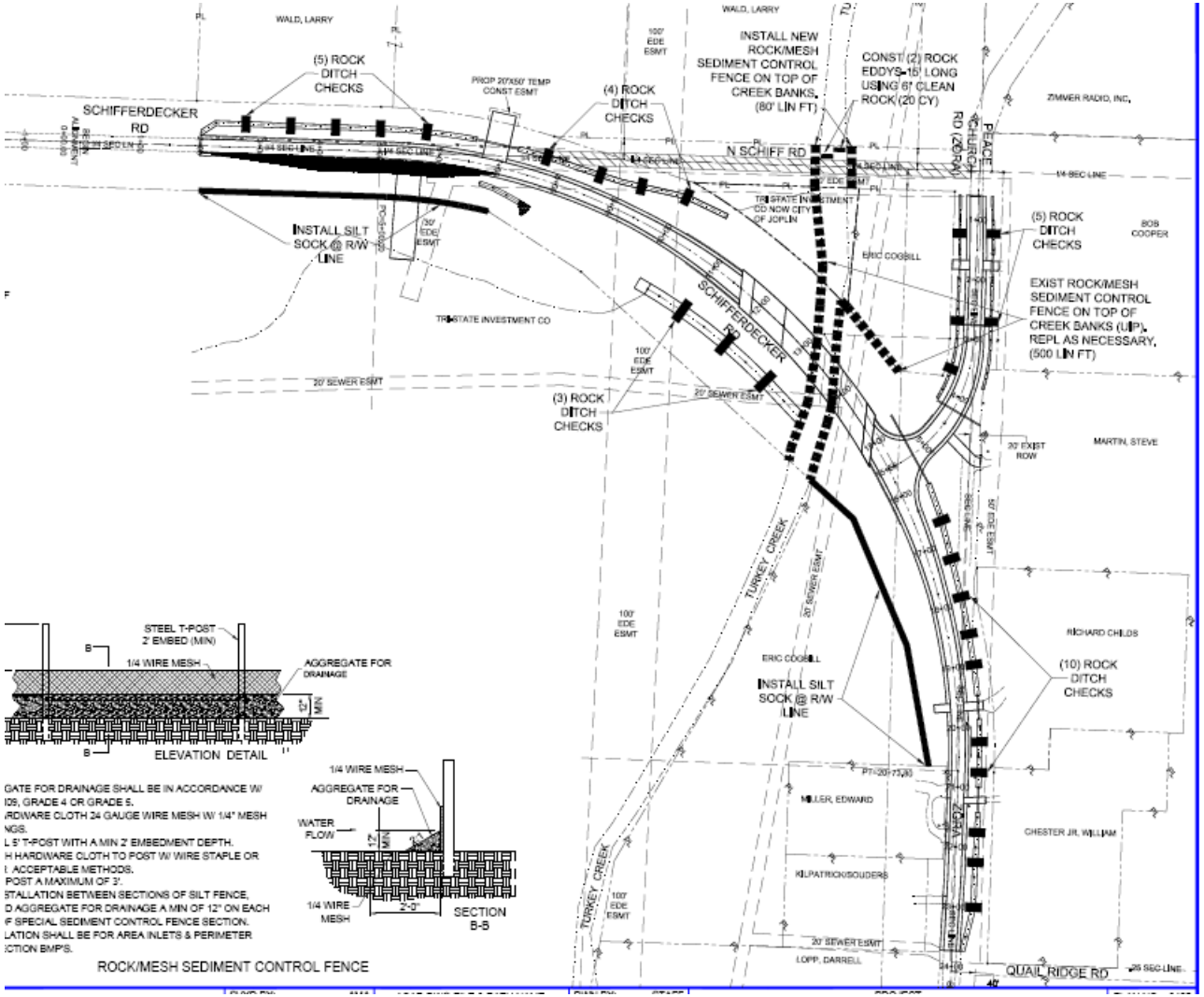
* Allows for periodic inspection only as noted below.

Overall Project Duration = 9 months (196 Working Days).

Remaining Project Duration for Phase 3 Services: (9 months - 2 months completed = 7 months remaining)

WAA-OC-18-005.3 (Phase 3) Construction Engineering Services based on estimated 30 hours/month for submittal review, continued construction engineering, technical support, interpretation of plans and specifications, construction progress meetings, participation in final inspection, including 7 months of Project Representative Services.

Project Representative Services based upon 5 hours/working day for 7 months (153 days) on an as needed basis plus attendance at construction progress meetings.


WALD, LARRY
(5) ROCK DITCH CHECKS
SCHIFFERDECKER RD
PROP 20'X50' TEMP CONST ESMT
(4) ROCK DITCH CHECKS
INSTALL NEW ROCK/MESH SEDIMENT CONTROL FENCE ON TOP OF CREEK BANKS, (80' LIN FT)
CONST (2) ROCK EDDYS-15' LONG USING 6' CLEAN ROCK (20 CY)
ZIMMER RADIO, INC.
PEACE CHURCH RD (20'R/W)
N SCHIFF RD
1/4 SEC LINE
INSTALL SILT SOCK @ R/W LINE
30' EDE ESMT
TRI-STATE INVESTMENT CO
TRI-STATE INVESTMENT CO NOW CITY OF JOPLIN
ERIC COGBILL
(5) ROCK DITCH CHECKS
BOB COOPER
EXIST ROCK/MESH SEDIMENT CONTROL FENCE ON TOP OF CREEK BANKS (UP), REPL AS NECESSARY, (500 LIN FT)
SCHIFFERDECKER RD
100' EDE ESMT
20' SEWER ESMT
(3) ROCK DITCH CHECKS
20' EXIST ROW
MARTIN, STEVE
TURKEY CREEK
RICHARD CHILDS
(10) ROCK DITCH CHECKS
INSTALL SILT SOCK @ R/W LINE
MILLER, EDWARD
CHESTER JR, WILLIAM
KILPATRICK/SOUDERS
LOPP, DARRELL
QUAIL RIDGE RD
STEEL T-POST 2' EMBED (MIN)
1/4 WIRE MESH
AGGREGATE FOR DRAINAGE
12" MIN
ELEVATION DETAIL
WATER FLOW
SECTION B-5
GATE FOR DRAINAGE SHALL BE IN ACCORDANCE W/
109, GRADE 4 OR GRADE 5.
/DWARE CLOTH 24 GAUGE WIRE MESH W/ 1/4" MESH
NGS.
L 5' T-POST WITH A MIN 2' EMBEDMENT DEPTH.
H HARDWARE CLOTH TO POST W/ WIRE STAPLE OR
I. ACCEPTABLE METHODS.
POST A MAXIMUM OF 3'.
STALLATION BETWEEN SECTIONS OF SILT FENCE,
D AGGREGATE FOR DRAINAGE A MIN OF 12" ON EACH
F SPECIAL SEDIMENT CONTROL FENCE SECTION.
LATION SHALL BE FOR AREA INLETS & PERIMETER
CTION BMP'S.
ROCK/MESH SEDIMENT CONTROL FENCE

COUNCIL BILL NO. 2019-113 ORDINANCE NO

AN ORDINANCE approving a Work Authorization with Allgeier Martin & Associates in the not to exceed amount of One Hundred Twenty-Five Thousand and 00/100 Dollars ($125,000.00) for Construction Inspection and Construction Management on the Schifferdecker Bridge Project funded through the Capital Improvement Sales Tax and containing an emergency clause.

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

Section 1. That the Work Authorization with Allgeier Martin & Associates in the not to exceed amount of One Hundred Twenty-Five Thousand and 00/100 Dollars ($125,000.00) for Construction Inspection and Construction Management on the Schifferdecker Bridge project funded through the Capital Improvement Sales Tax 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 Allgeier Martin & Associates.

Section 3. 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 Capital Improvement Sales Tax Fund.

Section 4. 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

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2019-113

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-114 – amendment to consulting agreement for design and construction management services for the 7th and Illinois Area Stormwater Improvements (TSO606 and TSO607).

MEETING DATE
March 18, 2019

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Amendment, CB2019-114

REVIEWED BY
Director of Public Works: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Daniel Pekarek.

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement to execute an Amendment to the Consultant Agreement with Allgeier, Martin and Associates, Inc (AMA). in the not to exceed amount of Thirty Thousand and 00/100 dollars ($30,000.00) for additional design work and construction management services for the 7th and Illinois Area Stormwater Improvements (TSO606 & TSO607).

BACKGROUND
The Parks and Storm Water Sales Tax was approved by voters in 2011. A project to reduce the flooding along Illinois Avenue south of Seventh street was included on the approved list of projects. The source of flooding is Joplin Creek to the east of Illinois Avenue. The goal of one of the approved projects, the Massachusetts Avenue Regional Detention Project in Park Hill Park, was to reduce flooding downstream in Joplin Creek. After engineering models determined that the detention pond would be ineffective, the project scope for the Massachusetts Avenue Regional Detention was subsequently revised into channel improvements north and south of 7th street and thereafter combined with another approved project, project TSO606 Storm Water Improvements on Illinois Avenue between 7th and 9th street. The project will serve to enhance the level of service provided at the location by lowering the water surface elevation during the 100-year rain event so flooding of adjacent property and Illinois avenue is less likely. This will be achieved by lowering the flowline/bottom of the channel as well as widening the channel to the east within the scope of the project. Pre-project the flow line during the 100 year rain event at Illinois avenue was 4 feet above the inlet elevation and after the project it will be reduced to less than a foot above the inlet elevation.

DISCUSSION
During a work session between Public Works staff, Park's Department staff, and AMA staff to discuss the upcoming 7th and Illinois Area Stormwater Improvements project and its schedule relative to Ewert Park's event schedule, it had been mutually recognized that the addition of another pedestrian crossing, which would serve the existing skate park, may be desirable to be included as an alternate bid item

which could be picked up if funds allow. Additionally, during the design review process for the project, staff determined an alternative to an aerial sanitary sewer crossing that was called for in the original design of the project would provide for an improved level of service both for stormwater conveyance as well as sanitary sewer service (as the sanitary sewer pipe in question was at the end of its life cycle) and thus took the opportunity to include the work with this amendment. Lastly, because of the need for utility relocation and in order to be able to proceed forward with construction of the project this year, the project will be broken down into two phases. The first phase will focus on the additions of storm water improvements in Ewert Park and Illinois Avenue with construction anticipated to be starting Spring of 2019. The second phase will include all remaining channel improvements with construction anticipated to start in 2020. This amendment includes fees associated with the additional services for the design and addition of the pedestrian bridge at Ewert park as an alternate bid item, design and addition of the sanitary sewer replacement, and project management associated with the phasing of the project into two phases. The $30,000.00 called for in the amendment is within industry standards and will raise expenditure thus far of the allotted total budget for the project to approximately 11%. The inspection associated with this project will be completed in-house.

FUNDING SOURCE

These payments are included in the FY 2018-19 budget Parks and Storm Water Sales Tax.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2019-114 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.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: November 25, 2013

   b. Owner: City of Joplin

   c. Engineer: Allgeier, Martin and Associates, Inc.

   d. Project: 7th and Illinois Area Storm Water Improvements **(TSO 606 & 607)**

2. *Description of Modifications:*

   a. Engineer shall perform or furnish the following Additional Services: City requested an additional pedestrian bridge be designed and added to the project just north of the existing pedestrian bridge that serves the swimming pool; design a sewer replacement through the park in order to eliminate an aerial crossing; and break the project into two phases with the second phase starting construciont sometime in 2020. The additional fee associated with this work is **$30,000**.

   b. For the Additional Services or the modifications to services set forth above, the contractual amount will be revised as follows:

Original Contract Amount	$156,200
Amendment No.1	80,357
Amendment No.2	30,000
REVISED CONCRACT TOTAL	**$266,557**

   c. The revised schedule for rendering services is modified as follows: Final Plans February 18, 2019; Phase 1 Construction Award April 22, 2019; Phase 2 Bidding October, 2019; Phase 2 Construction Award January, 2020.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
By: _____	By: Kurt Higgins, P.E.
Title: _____	Title: Vice President
Date Signed: _____	Date Signed: February 8, 2019

Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.


Alternate Bid Item Pedestrian Brid
S MURPHY BLVD
New Sanitary Sewer
S MINNESOTA AVE
E 7TH ST
Pha
S OHIO AVE
S INDIANA AVE
E 8TH ST
E 9TH ST
OWA AVE

COUNCIL BILL NO. 2019-114 ORDINANCE NO

AN ORDINANCE approving Amendment 2 to Work Authorization 7th and Illinois Area Stormwater Improvements (TSO606 and TSO607) with Allgeier, Martin and Associates Inc. in the not to exceed amount of Thirty Thousand and 00/100 Dollars ($30,000.00) for engineering services associated with the 7th and Illinois Storm Water Project funded through the Parks and Storm Water Sales Tax, and containing an emergency clause.

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

Section 1. That Amendment 2 to Work Authorization 7th and Illinois Area Stormwater Improvements (TSO606 and TSO607) with Allgeier, Martin and Associates Inc, in the not to exceed amount of Thirty Thousand and 00/100 Dollars ($30,000.00) for engineering services associated with the 7th and Illinois Storm Water Project funded through the Parks and Storm Water Sales Tax 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 Allgeier, Martin and Associates Inc.

Section 3. 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 Park's and Storm Water Sales Tax Fund.

Section 4. 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

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2019-114

I hereby certify that a sufficient amount is available in the Parks and Storm Water Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-609 – Approving a rental fee for the Joplin Senior Citizen Center

MEETING DATE
March 18, 2019

ORIGINATING DEPT:
Parks and Recreation

ATTACHMENTS
CB2019-609 Ordinance; CB2019-609 Supplemental – Exhibit A, Senior Center Facility Rental Application Form; Exhibit B, Senior Center Rental Fee Assessment

REVIEWED BY
Department Head: Paul Bloomberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards: Interim City Manager: Dan Pekarek

SUMMARY
This Council Bill approves the rental fee proposed for the Joplin Senior Citizen Center which was recommended by the Parks Advisory Board.

BACKGROUND
The City officially opened the Joplin Senior Citizen Center on August 16, 2018 through the funding of the Community Development Block Grant Disaster Recovery. As a requirement, the Senior Center facility must primarily benefit low-moderate income individuals. Given the nature and location of the facility as a senior center that provides assistance to elderly individuals daily, Monday through Friday, the City of Joplin will also be allowed limited public use of the facility to the extent that such use does not alter the primary use and nature of the facility as a senior center. The proposed facility rental fees were developed through the collaboration with Viriya Consulting and Planning Development and Neighborhood Services. These fees are as follows:

- Rental Fee: $100/hour with a 2-hour minimum requirement
- Deposit: $200 refundable deposit
- Liability Insurance: $1 million policy naming the City of Joplin as additionally insured

FUNDING SOURCE
This is a revenue source which would make this not applicable.

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

COUNCIL BILL NO. 2019-609 ORDINANCE NO.

AN ORDINANCE amending Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by adding a new Article VIII, Senior Citizen Center; and setting a date when this Ordinance shall become effective.

WHEREAS, the City built and opened the Joplin Senior Citizen Center on August 16, 2018; and,

WHEREAS, the Council of the City of Joplin desires to set reasonable fees and rules for the rental of the Joplin Senior Citizen Center.

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

Section 1. That Chapter 86, Parks and Recreation be amended by adding a new Article VIII, Senior Citizen Center, to read as follows:

"Article VIII. Senior Citizen Center

86-254. Damage Deposit. Before any rental may be made for the Joplin Senior Citizen Center, the renter shall deposit $200.00, which sum shall be held by the city until after the conclusion of the rental, when an inspection shall be made of the building, and if there is no damage to the building, the deposit shall be returned to the renter. If there is damage to the building during the rental period, there shall be deducted from the deposit the cost to repair the damage, and the balance shall be returned to the renter. Should the damage be in excess of the deposit, the renter shall pay the city the balance.

86-255. Liability insurance. Before any rental may be made for the Joplin Senior Citizen Center, the renter shall secure liability insurance, in which the city shall be included as a named insured, in the amount of $1,000,000.00 for any one accident for bodily injury and property damage. A copy of such insurance policy or certificate of insurance shall be submitted in such form as shall be approved by the city attorney.

86-256. Fees. The Joplin Senior Citizen Center rental fee shall be $100.00 per hour with a minimum two-hour requirement."

Section 2. That this ordinance shall become effective on April 22, 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

Joplin Parks and Recreation Department
3301 West 1st Street, Joplin, Missouri 64801
Phone (417) 625-4750 Fax (417) 625-4756 www.joplinparks.org

Senior Center Facility Rental Application Form

Organization _____ **Non-Profit*** Yes _____ No _____

Applicant Name _____

Address _____ Phone _____

City, State, Zip _____

Email Address _____

Alternate Contact _____ Alt Phone _____

EVENT INFORMATION

Date to be Reserved: Friday _____ (Available from 6:30pm-10pm) Saturday _____ (Available 8am-10pm)

Event Time: _____ Estimated Attendance: _____(Capacity is 254)

Type of Event: _____

Is this a private event or open to the public: _____

PAYMENT INFORMATION

Rental Charge: _____ Deposit Charge: _____ Total Charges: _____

Method of Payment: Cash _____ Check # _____

Visa or MasterCard: Card # _____ Exp. Date _____ CVV/CVC _____

_____ _____
Director Group User, signature

Print Name:_____

Paul Bloomberg
Joplin Parks & Recreation
3301 West 1st Street
Joplin MO 64801
417-625-4750
Fax 417-625-4756

Senior Center Use Policy

Section 1: Overview

As a requirement of the Community Development Block Grant Disaster Recovery (CDBG-DR) funding utilized to construct the senior center facility under the low -moderate clientele (LMC) National Objective, the Senior Center facility must primarily benefit low -moderate income (LMI) individuals. Given the nature and location of the facility as a senior center that provides assistance to elderly individuals daily, Monday through Friday, the City of Joplin will also allow limited public use of the facility to the extent that such use does not alter the primary use and nature of the facility as a senior center.

Section 2: Limited Weekend Use

In order to ensure the primary use is for seniors, City of Joplin limits its rental use to 35 hours a month, between Friday after 6:30 PM through Saturday 10 PM. Availability for those weekends will be on a first-come, first-serve basis. Priority will be given to events that are marketed towards and intended for seniors.

Section 3: Procedures and Guidelines for Facility Use

- All renters must submit an application with the name of the group/organization, proposed rental use/event type, expected number of attendees, and desired dates/times. This application can be obtained by visiting the Joplin Athletic Complex during their operational hours or visiting the website www.joplinpark.org. Applications will be submitted to the City of Joplin's Parks and Rec department at 3301 West 1st Street or emailed to Paul Bloomberg at pbloombe@joplinmo.org.
- Application, along with the appropriate rental fee and a refundable damage deposit, are due at the time of reservation.
- Reservation must be made at least 30 days prior to desired use date.
- Once approval is given, a use agreement will be signed by both the City of Joplin and renter prior to the event.
- Cancellation within two weeks prior to reservation renter will lose 50% of total rental fee. Damage deposit will be refunded.
- In case of inclement weather all rent, and deposits will be refunded 100%.
- Decorations are not allowed to adhere to any of the walls and/or tables.
- Alcohol is prohibited within the building.

Section 4: Use of equipment/furniture

Renters of the Senior Center will have access to the following equipment and furniture:

- Chairs
- Tables

Section 5: Prohibited uses:

- Religious activities
- Political activities
- Groups operating for commercial gain - Commercial gain is defined as a for-profit organization that is selling items, charging admission, or is sponsored or paid for by an advertiser in which profit is their main aim.

  **Non-profits fundraising for their organization do not fall under prohibited uses.*

Section 6: Limited Use of Space

The City of Joplin will only permit the use of the dining area for rentals. The Kitchen is not available for rental use to any outside group. The specific areas that are available for use for each event will be determined on a case by case basis and defined within the use agreement between the City of Joplin and the renter.

Section 7: Rental Fee, Property Damage Deposit, & Insurance

The rental fee will be $100/hour with a 2-hour minimum requirement. A refundable deposit of $200 will be required. In the event of any property damage, renters are responsible for the amount of repair/replacement as determined by the City of Joplin and will be taken out of the deposit. If the cost of repair/replacement exceeds the amount of the deposit, the renter agrees to pay for the amount that exceeds the deposit. The renter will also provide liability insurance in the amount of $1 million naming the City of Joplin and the Area Agency on Aging as additionally insured.

All fees shall be paid in advance to the City of Joplin. Some fees may be waived or reduced at the discretion of the City of Joplin.

MEMO

Date: 11/14/2018
To: CDBG-DR Sr. Center Phase I Project File
From: Project Team
Subject: Rental Fee Assessment

Introduction:
The intent of this memorandum is to document the methodology used to determine the proposed rental fee for weekend events hosted at the CDBG-DR funded Joplin Senior Center.

Background:
The City of Joplin allocated funds from the Community Development Block Grant - Disaster Recovery (CDBG-DR) grant, to fund the design and construction of a new Senior Citizens Center. Construction of the Joplin Senior Center was completed in July, 2018. As a sub-recipient to the City of Joplin, the Area Agency on Aging Region X (AAoA) has transitioned their operations to the new center. These operations keep the facility occupied and busy throughout the week. However, during the weekends the facility remains empty. Through discussions with the City CDBG-DR project team, the City of Joplin's Parks and Recreation Department, and the Area Agency on Aging, the team drafted a facility use policy. This policy allows the Center to be available for limited weekend use, outside of the AAoA operations. It is important that the primary function of the Center remains with the AAoA and their operations. It is also important that the fee(s) charged by the Center align with local venues of similar size, location and function.

Method:
The CDBG-DR project team reviewed several venues in town for comparable data. **Table A** below includes the capacity and rental fees for the following local venues; Ameile, the Ramsay, Scottish Rite, as well as the Elks Lodge Banquet. Of these venues, the average capacity is 268 with the average hourly rate of $124.33. In the event an hourly rate was not provided, the project team assume "full day" to equal eight (8) hours.

Table A.

	Ameile	* Ramsay	* Scottish Rite	Elks Lodge Banquet	Average	Sr. Center Proposed Fee
Capacity	150	240	385	300	268.75	254
8 Hour Price	$1,050.00	$950.00	$550.00	$ 1,250.00	$950.00	$ 800.00
Per Hour Price	$ 131.25	$118.75	$ 68.75	$ 178.57	$124.33	$ 100.00

* ***Ramsay price is a blended rate of their Friday evening ($800) and Saturday evening ($1,100)***

* ***Scottish Rite - 8-hour full day is assumed***

Conclusion:

Potential renters of the Senior Center will be limited to what space is useable within the facility. The useable space is limited to the the dining area (103) and the flex room (104), and the lavatories which are outlined in red in **Figure 1**. Additionally, the Center only includes the use of tables and chairs.

Other items essential to events such as linens, projectors, catering, etc. will not be available to renters. Furthermore, the current rental agreement prohibits the use of alcohol within the facility. With all of this considered, the proposed rental fee of $(Insert Amount) should be considered reasonable.

Figure 1.

