COUNCIL AGENDA
Monday, April 15, 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. National Public Safety Telecommunicators Week Proclamation

      Documents:

      NATIONAL PUBLIC SAFETY TELECOMMUNICATORS 2019.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. FY2018 Annual Audit Report

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. Public Hearing-Appeal For Denial Of Historic Preservation Commission Case Number: 2019-02.

      Documents:

      APPEAL OF HISTORIC PRESERVATION COMMISSION CASE NUMBER 2019-02 SUMMARY.PDF
      APPENDIX B-HISTORIC PRESERVATION CODE.PDF
      DRS_2005.PDF
      HPC CASE NO, 2019-02- 218 MAIN.PDF

8. **Consent Agenda**

   1. April 1, 2019 Joplin City Council Informal Meeting Notes

      Documents:

      INF NOTES APR 1.PDF

   2. Minutes Of The April 1, 2019 Joplin City Council Meeting

      Documents:

      MINS.APRIL 1, 2019.PDF

3. COUNCIL BILL NO. 2019-259
AN ORDINANCE providing to vacate approximately 185 feet of a 20-foot wide utility easement located at 2119 East Highlander Drive.

Documents:

CB2019-259.PDF

4. COUNCIL BILL NO. 2019-260
AN ORDINANCE establishing grades and accepting the Plat of Koinonia Subdivision located immediately west of the intersection of Duquesne Road and Birch Lane in the City of Joplin, Jasper County, Missouri.

Documents:

CB2019-260.PDF

5. COUNCIL BILL NO. 2019-610

AN ORDINANCE approving the application of Special Olympics Missouri for utilization of FY2019 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

Documents:

CB2019-610.PDF

9. Resolutions

1. AMENDED RESOLUTION NO. 2019-003
An AMENDED RESOLUTION creating and directing the Centennial Celebrations Commission.

Documents:

AMENDED RESOLUTION 2019-003 RE CENTENNIAL CELEBRATIONS COMMISSION.PDF
CENTENNIAL CELEBRATIONS COMMISSION MEMBERSHIP LIST FOR AMENDED RESOLUTION 2019-003.PDF

2. RESOLUTION NO. 2019-005
A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Documents:

RS 2019-005 SUMMARY.PDF
RS 2019-005.PDF
RS 2019-005 ACTION PLAN FINAL.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO 2019-120
   AN ORDINANCE approving the City of Joplin to enter into an agreement with D&E Plumbing and Heating, Inc., in the amount of Five Million Six Hundred Forty-Six Thousand One Hundred Ninety-Seven and 12/100 dollars ($5,646,197.12) for construction of the 44th Street and Connecticut Avenue Improvement 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.

   Documents:

   CB2019-120 D E 44TH ST. SUMMARY SHEET.PDF
   CB2019-120 D E 44TH ST. BID TAB.PDF
   CB2019-120 D E 44TH ST. AGREEMENT.PDF
   CB2019-120 MAP.PDF
   CB2019-120 D E 44TH ST. ORDINANCE.PDF

2. COUNCIL BILL NO. 2019-121
   AN ORDINANCE authorizing the acceptance of an agreement with Allgeier, Martin and Associates Inc., in the not to exceed amount of One Hundred Eighty-Eight Thousand Four Hundred Forty and No/100 Dollars ($188,440.00) for Engineering Services on the Turkey Creek Waste Water Treatment Plant Tertiary Filter Replacement; and, containing an emergency clause.

   Documents:

   SUMMARY SHEET 2019-121.PDF
   DRAFT WA-AMA-OC-19-002.PDF
   CB 2019-121.PDF

3. COUNCIL BILL NO. 2019 – 359
   AN ORDINANCE approving the contract by and between the City of Joplin and Camcor Environmental for the demolition of the structure(s) and clearing of lot area located at 1114 E. Hill. in the City of Joplin, Missouri, for Two Thousand One Hundred Sixty and 00/100 Dollars ($ 2,160.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   CB 2019-359 BID.PDF
   CB 2019-359 PICTURES.PDF
   CB 2019-359 SUMMARY.PDF
   CB 2019-359.PDF

4. COUNCIL BILL NO 2019-360
   AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1419 W. 9TH St. in the City of Joplin, Missouri, for Three Thousand Three Hundred Fifteen and 00/100 Dollars ($ 3,315.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

CB 2019-360 BID.PDF
CB 2019-360 PICTURES.PDF
CB 2019-360 SUMMARY.PDF
CB 2019-360.PDF

5. COUNCIL BILL NO. 2019-508
   AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

   Documents:

   CB 2019-508 SUMMARY BUDGET AMENDMENT.PDF
   CB 2019-508 BUDGET AMENDMENT ORDINANCE.PDF
   CB 2019-508 SCHEDULE A BUDGET AMENDMENT APRIL 15 2019.PDF

6. COUNCIL BILL NO. 2019-611

   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 work zone traffic enforcement in the amount of five thousand dollars ($5,000.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

   Documents:

   CB 2019-611 SUMMARY_JOPLINPDWORKZONEPROGRAMORDER.PDF
   CB 2019-611_JOPLINPDWORKZONEPROGRAMORDER.PDF
   ON-CALL WORK ZONE AGREEMENT.PDF
   ON-CALL WORK ZONE PROGRAM.PDF

11. **Ordinances - First Reading**

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

13. **Unfinished Business**

14. **New Business**

    1. News From Public Information Officer, Lynn Onstot

    2. Vote To Go Into Closed Session, Which Shall Pertain To Leasing, Purchasing Or Sale Of Real Estate By A Public Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Therefore; And 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(2)(3) RS Mo, As Amended, 2018. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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)

PROCLAMATION

WHEREAS Emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS When an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS Public Safety Dispatchers are the first contact our residents have with emergency services and are the vital link to our police officers and firefighters by providing information that ensures their safety; and

WHEREAS Public Safety Dispatchers are the "unseen first responders", who are knowledgeable and highly trained individuals who work closely with other police, fire and medical personnel; and

WHEREAS Public Safety Dispatchers of the Joplin Police Department have sustained critical communications during disasters, contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS Public Safety Dispatchers exhibit compassion, understanding and professionalism during the performance of their job and daily serve the public in countless ways without recognition by the beneficiaries of their services.

Now, therefore, I, Gary L. Shaw, Mayor of the City of Joplin, Missouri, do hereby proclaim the week of April 14th – 20th, 2019, as

NATIONAL PUBLIC SAFETY TELECOMMUNICATOR'S WEEK

and urge all the citizens of the City of Joplin to join in this observance to honor those whose diligence and professionalism keep our community and our residents safe.

_____

Gary L. Shaw, Mayor

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2017 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Public Hearing-Appeal for Denial of Historic Preservation Commission Case Number: 2019-02.

MEETING DATE
April 15, 2019

REVIEWED BY
Director of Planning Development and Neighborhood Services-Troy Bolander, City Attorney-Peter Edwards, Interim City Manager-Dan Pekarek.

SUMMARY
ACL Holdings LLC, the owners of 218 S. Main St. Joplin, MO are appealing to Council the determination of the Historic Preservation Commission for HPC Case No. 2019-02 replacement of windows within the Sunshine Lamp Historic District.

BACKGROUND
Properties in the Historic Sunshine Lamp District require Certificates of Appropriateness on file in the Building Department before pulling building permits. To obtain certificate, property owners consult with City Staff, and obtain applications for certificates of appropriateness from the Planning, Development and Neighborhood Services Department. Upon submittal of an application, staff reviews the application and confirms whether the scope of work is classified as major or minor works. Staff review of the application is conducted in accordance with the Secretary of the Interior's Standards for Historic Rehabilitation and referencing the local Design Review Standards for the Sunshine Lamp District. Minor works can be approved by staff. Major works, and minor works not approved by staff are sent to the Design Review Board. The Design Review Board makes a recommendation on approval or denial of the work to be performed. The Historic Preservation Commission then makes a determination on the historic appropriateness on the scope of work outlined in the application. If the Certificate of Appropriateness is approved, permits may be obtained.

Application for a Certificate of Appropriateness for work proposed on a building located at 218 S. Main was received by the Planning Department on February 22, 2019. Staff reviewed the application, determined the scope was minor works but unable to approve through staff review due to finding windows to be inappropriate. Staff convened an emergency meeting of the Design Review Board on February 27, 2019. Design Review Board unanimously found the proposed windows to be inappropriate and passed a recommendation to the Historic Preservation Commission to deny certificate. On March 19, 2019 the Historic Preservation Commission reviewed the application and recommendation from the Design Review Board and denied the application for Certificate of Appropriateness.

The property owners are appealing the denial of the Certificate of Appropriateness to City Council in accordance with Appendix B, Historic Preservation, of the Joplin Zoning Code of Ordinances. City Council has the final administrative determination on the historic appropriateness of the proposed work.

RECOMMENDATION
The Historic Preservation Commission and staff recommend denial.

ATTACHMENTS

Documentation for HPC Case No: 2019-02, Design Review Guidelines.

APPENDIX B

HISTORIC PRESERVATION

1. Purpose: The purpose of this ordinance [Appendix] is to promote the educational, cultural, economic, and general welfare of the community by:

   (1) Providing a mechanism to identify and preserve the historic and architectural characteristics of Joplin which represent elements of the city's cultural, social, economic, political, and architectural history;

   (2) Fostering civic pride in the beauty and noble accomplishments of the past as represented in Joplin's landmarks and historic districts;

   (3) Conserving and improving the value of property designated as landmarks or within historic districts;

   (4) Protecting and enhancing the attractiveness of the city to home buyers, tourists, visitors, and shoppers, and thereby supporting and promoting business, commerce, industry, and providing economic benefit to the city;

   (5) Fostering and encouraging preservation, restoration, and rehabilitation of structures, areas, and neighborhoods and thereby preventing future urban blight.

2. Definitions: Unless specifically defined below, words or phrases in the ordinance [Appendix] shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance [Appendix] its most reasonable application.

   (A) *Alteration:* Any act or process that changes one or more of the exterior architectural features of a structure, including, but not limited to, the erection, construction, reconstruction, or removal of any structure.

   (B) *Area:* A specific geographic division of the City of Joplin.

   (C) *Certificate of appropriateness* A certificate issued by the Preservation Commission indicating its approval of plans for alteration, construction, removal, or demolition of a landmark or of a structure within a historic district.

   (D) Certificate of economic hardship: A certificate issued by the Preservation Commission authorizing an alteration, construction, removal, or demolition, even though a certificate of appropriateness has previously been denied.

   (E) Commissioners: Members of the Joplin Historic Preservation Commission.

(F) *Constructions:* The act of adding an addition to a structure or the erection of a new principal or accessory structure on a lot or property.

(G) *Council:* The City Council of the City of Joplin.

(H) *Demolition:* Any act or process that destroys in part or in whole a landmark or a structure within a historic district.

(I) *Design guidelines:* A standard of appropriate activity that will preserve the historic and architectural character of a structure or area.

(J) *Exterior architectural appearance:* The architectural character and general composition of the exterior of a structure, including but not limited to the kind, color, and texture of the building material and the type, design, and character of all windows, doors, light fixtures, signs, and appurtenant elements.

(K) *Historic district:* An area designated as a "historic district" by ordinance of the City Council and which may contain within definable geographic boundaries one or more landmarks and which may have within its boundaries other properties or structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the historic district.

(L) *Landmark:* A property or structure designated as a "landmark" by ordinance of the City Council, pursuant to procedures, prescribed herein, that is worthy of rehabilitation, restoration, and preservation because of its historic and/or architectural significance to the City of Joplin.

(M) *Owner of record:* The person, corporation, or other legal entity listed as owner on the records of the County Recorder of Deeds.

(N) *Preservation commission:* The Joplin Historic Preservation Commission.

(O) *Removal:* Any relocation of a structure on its site or to another site.

(P) *Repair:* Any change that is not construction, removal, or alteration.

(Q) *Structure:* Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality of the foregoing, buildings, fences, gazebos, advertising signs, billboards, backstops for tennis courts, radio and television antennae, including supporting towers, and swimming pools. (Ord. No. 86-31, ' 1, 3-17-86)

3. Composition of Historic Preservation Commission: The Joplin Historic Preservation Commission shall consist of seven (7) members, residents of Joplin, all of whom shall be appointed and approved by the City Council of the City of Joplin. The city council shall make every reasonable effort to appoint persons with a demonstrated interest in the history of architecture of the City of Joplin. (Ord. No. 86-31, ' 1, 3-17-86; Ord. No. 90-106, ' 1, 6-18-90)

4. Terms: The term of office of the members of the preservation commission shall be for five (5) years, excepting that the membership of the first preservation commission appointed shall serve respectively for terms of two (2) for one year; two (2) for two (2) years; two (2) for three (3) years; two (2) for four (4) years; and one for five (5) years. A member may serve only two (2) consecutive terms. Two (2) alternate members shall be appointed to serve in the absence of or the disqualification of the regular members. Vacancies shall be filled for the unexpired term only. Members may be removed for cause by the mayor and city council upon written charges and after public hearing. (Ord. No. 86-31, ' 1, 3-17-86; Ord. No. 91-63, ' 1, 6-17-91)

5. Officers: Officers shall consist of a chairman, a vice-chairman, and a secretary elected by the Preservation Commission who shall each serve a term of one year and shall be eligible for reelection; but no member shall serve as chairman for more than two (2) consecutive years. The chairman shall preside over meetings. In the absence of the chairman, the vice-chairman shall perform the duties of the chairman. If both are absent, a temporary chairman shall be elected by those present. The secretary to the Preservation Commission shall have the following duties:

   (A) Take minutes of each Preservation Commission meeting;

   (B) Be responsible for publication and distribution of copies of the minutes, reports, and decisions of the Preservation Commission to the members of the Preservation Commission;

   (C) Give notices as provided herein or by law for all public hearings conducted by the Preservation Commission;

   (D) Advise the mayor of vacancies on the Preservation Commission and expiring terms of members; and

   (E) Prepare and submit to the City Council a complete record of the proceedings before the Preservation Commission on any matter requiring council consideration. (Ord. No. 86-31, ' 1, 3-17-86)

6. Meetings: A quorum shall consist of a majority of the members. All decisions or actions of the Preservation Commission shall be made by a majority vote of those members present and voting at any meeting where a quorum exists. Meetings shall be held at regularly scheduled times to be established by resolution of the Preservation Commission at the beginning of each calendar year or at any time upon the call of the chairman. No member of the Preservation Commission shall

vote on any matter that may materially or apparently affect the property, income, or business interest of that member. No action shall be taken by the commission that could in any manner deprive or restrict the owner of a property in its use, modification, maintenance, disposition, or demolition until such owner shall first have had the opportunity to be heard at public meeting of the Preservation Commission, as provided herein. The chairman, and in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Preservation Commission shall be open to the public. The Preservation Commission shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Preservation Commission and shall be a public record. (Ord. No. 86-31, ' 1, 3-17-86)

7. Powers and duties: The Preservation Commission shall have the following powers and duties:

(A) To adopt its own procedural regulations;

(B) To conduct an ongoing survey to identify historically and architecturally significant properties, structures, and areas that exemplify the cultural, social, economic, political, or architectural history of the nation, state, or city;

(C) To investigate and recommend to the Planning and Zoning Commission and to the City Council the adoption of ordinances designating properties or structures having special historic, community, or architectural value as "landmarks."

(D) To investigate and recommend to the Planning and Zoning Commission and to the City Council the adoption of ordinances designating areas as having special historic, community, or architectural value as "historic districts";

(E) To keep a register of all properties and structures that have been designated as landmarks or historic districts, including all information required for each designation;

(F) To determine an appropriate system of markers and make recommendations for the design and implementation of specific markings of the streets and routes leading from one landmark or historic district to another;

(G) To advise and assist owners of landmarks and property or structures within historic districts on physical and financial aspects of preservation, renovation, rehabilitation, and reuse, and on procedures for inclusion on the National Register of Historic Places;

(H) To nominate landmarks and historic districts to the National Register of Historic Places, and to review and comment on any National Register nominations submitted to the Preservation Commission upon request of the Mayor or City Council;

(I) To inform and educate the citizens of Joplin, concerning the historic and architectural heritage of the city by publishing appropriate maps, newsletters, brochures, and pamphlets, and by holding programs and seminars;

(J) To hold public hearings and to review applications for construction, alteration, removal, or demolition affecting proposed or designated landmarks or structures within historic districts and issue or deny certificates of appropriateness for such actions. Applicants may be required to submit plans, drawings, elevations, specifications, and other information as may be necessary to make decisions;

(K) To consider applications for certificates of economic hardship that would allow the performance of work for which a certificate of appropriateness has been denied;

(L) To develop specific design guidelines for the alteration, construction, or removal of landmarks or property and structures within historic districts.

(M) To review proposed zoning amendments, applications for special use permits, or applications for zoning variances that affect proposed or designated landmarks and historic districts. The City Planner shall send applications for special use or zoning variations to the Preservation Commission for comment prior to the date of the hearing by the Planning and Zoning Commission or Board of Adjustment;

(N) To administer on behalf of the City of Joplin any property or full or partial interest in real property, including easements, that the City of Joplin may have or accept as a gift or otherwise, upon authorization and approval by the City Council;

(O) To accept and administer on behalf of the City of Joplin such gifts, grants, and money as may be appropriate for the purposes of this ordinance [Appendix]. Such money may be expended for publishing maps and brochures or for hiring staff persons or consultants or performing other appropriate functions for the purpose of carrying out the duties and powers of the Preservation Commission and the purposes of this ordinance [Appendix];

(P) To call upon available city staff members as well as other experts for technical advice;

(Q) To retain such specialists or consultants or to appoint such citizen advisory committees as may be required from time to time;

(R) To testify before all boards and commissions, including the Planning and Zoning Commission and the Board of Adjustments, on any matter affecting historically and architecturally significant property, structures, and areas;

(S) To confer recognition upon the owners of landmarks or property or structures within historic districts by means by certificates, plaques, or markers;

(T) To develop a preservation component in the general plan of the City of Joplin and to recommend it to the Planning and Zoning Commission and to the City Council;

(U) To periodically review the Joplin Zoning Ordinance and to recommend to the Planning and Zoning Commission and the City Council any amendments appropriate for the protection and continued use of landmarks or property and structures within historic districts; and

(V) To undertake any other action or activity necessary or appropriate to the implementation of its powers and duties or to implementation of the purpose of this ordinance [Appendix]. (Ord. No. 86-31, ' 1, 3-17-86)

8. Surveys and research: The Preservation Commission shall undertake an ongoing survey and research effort in the City of Joplin to identify neighborhoods, areas, sites, structures, and objects that have historic, community, architectural, or aesthetic importance, interest, or value. As part of the survey, the Preservation Commission shall review and evaluate any prior surveys and studies by any unit of government or private organization and compile appropriate descriptions, facts, and photographs. Before the Preservation Commission shall, on its own initiative, nominate any landmark for designation, it shall first develop a plan and schedule for completion of a survey of the City of Joplin to identify potential landmarks. The Preservation Commission shall then systematically identify potential landmarks and adopt procedures to nominate them in groups based upon the following criteria:

(A) The potential landmarks in one identifiable neighborhood or distinct geographical area of the City of Joplin;

(B) The potential landmarks associated with a particular person, event, or historical period;

(C) The potential landmarks of a particular architectural style or school, or of a particular architect, engineer, builder, designer, or craftsman;

(D) Such other criteria as may be adopted by the Preservation Commission to assure systematic survey and nomination of all potential landmarks within the City of Joplin. (Ord. No. 86-31, ' 1, 3-17-86)

9. Nomination of Landmarks and Historic Districts: Nominations shall be made to the Preservation Commission on a form prepared by it and may be submitted by a member of the Preservation Commission, owner of record of the nominated property or structure, the City Council, or any other person or organization. (Ord. No. 86-31, ' 1, 3-17-86)

10. Criteria for consideration of nomination: The Preservation Commission shall, upon such investigation as it deems necessary, make a determination as to whether a nominated property, structures, or area meets one or more of the following criteria:

(A) Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

(B) Its location as a site of a significant local, county, state, or national event;

(C) Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

(D) Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

(E) Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

(F) Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

(G) Its embodiment of design elements that make it structurally or architecturally innovative;

(H) Its unique location or singular physical characteristics that make it an established or familiar visual feature;

(I) Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

(J) Its suitability for preservation or restoration.

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

11. Report and recommendation of Preservation Commission: The Preservation Commission shall, within forty-five (45) days from receipt of a completed nomination in proper form, adopt by resolution a recommendation that the nominated landmark or historic district does or does not meet the criteria for designation in section 10 of this Appendix. The resolution shall be accompanied by a report to the Planning and Zoning Commission containing the following information:

(A) Explanation of the significant or lack of significance of the nominated landmark or historic district as it relates to the criteria for designation;

(B) Explanation of the integrity or lack of integrity of the nominated landmark or historic district;

(C) In the case of a nominated landmark found to meet the criteria for designation:

(1) The significant exterior architectural features of the nominated landmark that should be protected;
(2) The types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit, that should be reviewed for appropriateness pursuant to the provisions of sections 16 through 27 of this Appendix.

(D) In the case of a nominated historic district found to meet the criteria for designation:

(1) The types of significant exterior architectural features of the structures within the nominated historic district that should be protected;

(2) The types of alterations and demolitions that should be reviewed for appropriateness pursuant to the provisions of sections 16 through 27 of this Appendix.

(E) Proposed design guidelines for applying the criteria for review of certificates of appropriateness to the nominated landmark or historic district.

(F) The relationship of the nominated landmark or historic district to the ongoing effort of the Preservation Commission to identify and nominate all potential areas and structures that meet the criteria for designation.

(G) Recommendations as to appropriate permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, sign regulations, and parking regulations necessary or appropriate to the preservation of the nominated landmark or historic district.

(H) A map showing the location of the nominated landmark and the boundaries of the nominated historic district.

The recommendations and report of the Preservation Commission shall be sent to the Planning and Zoning Commission within seven (7) days following the vote on the resolution and shall be available to the public in the offices of the Preservation Commission. (Ord. No. 86-31, ' 1, 3-17-86)

12. Design Guidelines: Design guidelines for applying the criteria for review of certificate of appropriateness shall, at a minimum, consider the following architectural criteria:

(A) *Height:* The height of any proposed alteration or construction should be compatible with the style and character of the landmark and with surrounding structures in a historic district.

(B) *Proportions of windows and* doors: The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures within a historic district.

(C) *Relationship of building masses and spaces:* The relationship of a structure within a historic district to the open space between it and adjoining structures should be compatible.

(D) *Roof shape*: The design of the roof should be compatible with the architectural style and character of the landmark and surrounding structures in a historic district.

(E) *Landscaping*: Landscaping should be compatible with the architectural character and appearance of the landmark and of surrounding structures and landscapes in historic districts.

(F) *Scale*: The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding structures in a historic district.

(G) *Directional expression*: Facades in historic districts should blend with other structures with regard to directional expression. Structures in a historic district should be compatible with the dominant horizontal or vertical expression of surrounding structures. The directional expression of a landmark after alteration, construction, or partial demolition should be compatible with its original architectural style and character.

(H) *Architectural details:* Architectural details including materials, colors, and textures should be treated so as to make a landmark compatible with its original architectural style and character and to preserve and enhance the architectural style or character of a landmark or historic district. (Ord. No. 86-31, ' 1, 3-17-86)

13. Notification of Nomination: The Planning and Zoning Commission shall schedule a public hearing on the nomination within thirty (30) days following receipt of a report and recommendation from the Preservation Commission that a nominated landmark or historic district does or does not meet the criteria for designation. Notice of the date, time, place, and purpose of the public hearing and a copy of the completed nomination form shall be sent by regular mail to the owner(s) of record and to the nominators, as well as to property owners adjoining the nominated landmark or historic district at least fifteen (15) days prior to the date of the hearing. Notice shall also be published in a newspaper having general circulation in the City of Joplin. The notice shall state the street address and legal description of a nominated landmark and the boundaries of a nominated historic district. (Ord. No. 86-31, ' 1, 3-17-86)

14. Public Hearing: Oral or written testimony concerning the significance of the nominated landmark or historic district shall be taken at the public hearing from any person concerning the nomination. The Preservation Commission may present expert testimony or present its own evidence regarding the compliance of the nominated landmark or historic district with the criteria for consideration of a nomination set forth in section 10 of this appendix. The owner of any nominated landmark or of any property within a nominated preservation district shall be allowed reasonable opportunity to present evidence regarding significance and shall be afforded the right of representation by counsel and reasonable opportunity to cross-examine expert witnesses. The hearing shall be closed upon completion of testimony. (Ord. No. 86-31, ' 1, 3-17-86)

15. Determination by Planning and Zoning Commission: Within thirty (30) days following close of the public hearing, the Planning and Zoning Commission shall make a determination upon the evidence whether the nominated landmark or historic district does or does not meet the criteria for designation. Such a determination shall be passed by resolution of the Planning and Zoning Commission and shall be accompanied by a report stating the findings of the Planning and Zoning Commission concerning the relationship between the criteria for designation in section 10 of this appendix and the nominated landmark or historic district and all other information required by section 11 of this appendix. (Ord. No. 86-31, ' 1, 3-17-86)

16. Notification of Determination: Notice of the determination of the Planning and Zoning Commission, including a copy of the report, shall be sent by regular mail to the owner of record of a nominated landmark and of all property within a nominated historic district and the nominator within seven (7) days following adoption of the resolution. Within seven (7) days following a determination by the Planning and Zoning Commission that the nominated landmark or historic district does meet the criteria for designation, a copy of the resolution and report accompanied by a recommendation that the nominated landmark or historic district be designated shall be sent to the City Council. (Ord. No. 86-31, ' 1, 3-17-86)

17. Appeal: A determination by the Planning and Zoning Commission that the nominated landmark or historic district does not meet the criteria for designation shall be a final administrative decision reviewable under the Missouri Administrative Procedure Act provided, however, that the

nominator or any owner of the nominated landmark or of property within the nominated historic district may within thirty (30) days after the postmarked date of the notice of the determination file with the City Clerk a written appeal to the City Council. (Ord. No. 86-31, ' 1, 3-17-86)

18. Action by City Council: the City Council shall, within sixty (60) days after receiving the recommendation that the nominated landmark or historic district be designated or receiving a written appeal, either reject the recommendation or written appeal by formal resolution or designate the landmark or historic district by an ordinance. The City Council may hold a public hearing before enacting the resolution or ordinance and provide notice and take testimony in the same manner as provided in sections 13 and 14 of this appendix. Any resolution or ordinance shall be accompanied by a written statement explaining the reasons for the action of the City Council. The City Clerk shall provide written notification of the action of the City Council by regular mail to the nominator, the appellant, and the owner(s) of record of the nominated landmark or of all property within a nominated historic district. The notice shall include a copy of the designation ordinance or resolution passed by the City Council and shall be sent within seven (7) days of the City Council action. A copy of each designation ordinance shall be sent to the Preservation Commission and Zoning Commission, and the Building Department. (Ord. No. 86-31, ' 1, 3-17-86)

19. The Designation Ordinance: Upon designation, the landmark or historic district shall be classified as a "District H-Historic District," and the designating ordinance shall prescribe the significant exterior architectural features; the types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness; the design guidelines for applying the criteria for review of appropriateness; permitted uses; special uses; height and area regulations; minimum dwelling size; floor area; sign regulation; and parking regulations. The official zoning map of the City of Joplin shall be amended to show the location of the "District H-Historic District." (Ord. No. 86-31, ' 1, 3-17-86)

20. Interim Control: No building permit shall be issued by the Building Department for alteration, construction, demolition, or removal of a nominated landmark or of any property or structure within a nominated historic district from the date of the meeting of the Preservation Commission at which a nomination form is first presented until the final disposition of the nomination by the City Council unless such alteration, removal, or demolition is authorized by formal resolution of the City Council as necessary for public health, welfare, or safety. In no event shall the delay be for more than one hundred eighty (180) days. (Ord. No. 86-31, ' 1, 3-17-86)

21. Amendment and Rescission of Designation: Designation may be amended or rescinded upon petition to the Preservation Commission and compliance with the same procedure and according to the same criteria set forth herein for designation. (Ord. No. 86-31, ' 1, 3-17-86)

22. Certificate of Appropriateness: A certificate of appropriateness shall be required before the following actions affecting the exterior architectural appearance of any landmark or property within a historic district may be undertaken:

(A) Any construction, alteration, or removal requiring a building permit from the City of Joplin;

(B) Any demolition in whole or in part requiring a permit from the City of Joplin.

(C) Any construction, alteration, demolition, or removal affecting a significant exterior architectural feature as specified in the ordinance designating the landmark or historic district. (Ord. No. 86-31, ' 1, 3-17-86)

23. Applications for Certificates of Appropriateness: Every application for a demolition permit or a building permit, including the accompanying plans and specifications, affecting the exterior architectural appearance of a designated landmark or of a property within a designated historic district shall be forwarded by the Building Department to the Preservation Commission within seven (7) days following receipt of the application by the Building Department. The Building Department shall not issue the building or demolition permit until a certificate of appropriateness has been issued by the Preservation Commission. Any applicant may request a meeting with the Preservation Commission before the application is sent by the Building Department to the Preservation Commission or during the review of the application. Application for review of construction, alteration, demolition, or removal not requiring a building permit for which a certificate of appropriateness is required shall be made on a form prepared by the Preservation Commission and available at the office of the Preservation Commission. The Preservation Commission shall consider the completed application at its next regular meeting. The Preservation Commission may establish a subcommittee of five (5) of its members to review routine applications for a certificate of appropriateness when delay to the next regular meeting would create an unnecessary inconvenience to the applicant. A certificate of appropriateness may be issued prior to the next regular meeting upon the signatures of four (4) of the members of the subcommittee. (Ord. No. 86-31, ' 1, 3-17-86)

24. Determination by Preservation Commission. The Preservation Commission shall review the application for a building or demolition permit or for a certificate of appropriateness and issue or deny the certificate of appropriateness within forty-five (45) days of receipt- of the application. Written notice of the approval or denial of the application for a certificate of appropriateness shall be provided the applicant and the Building Department within seven (7) days following the determination and shall be accompanied by a certificate of appropriateness in the case of an approval. (Ord. No. 86-31, ' 1, 3-17-86)

25. Denial of a Certificate of Appropriateness: A denial of a certificate of appropriateness shall be accompanied by a statement of the reasons for the denial. The Preservation Commission shall make recommendations to the applicant concerning changes, if any, in the proposed action that

would cause the Preservation Commission to reconsider its denial and shall confer with the applicant and attempt to resolve as quickly as possible the differences between the owner and the Preservation Commission. The applicant may resubmit an amended application or reapply for a building or demolition permit that takes into consideration the recommendations of the Preservation Commission. (Ord. No. 86-31, ' 1, 3-17-86)

26. Procedure for Appeal: A determination by the Preservation Commission that a certificate of appropriateness be denied after the reconsideration of the application as stated in section 25 above, may be appealed to the City Council of the City of Joplin. The applicant may within thirty (30) days after the postmarked date of the denial file with the City Clerk a written appeal to the City Council. The council shall then set a hearing date not less than thirty (30) days after receipt of a request for a hearing. A determination by the City Council that an application for a certificate of appropriateness be denied shall be the final administrative decision reviewable under the Missouri Administrative Procedure and Review Act, and any appeal from a denial shall be to the circuit court as provided therein. (Ord. No. 86-31, ' 1, 3-17-86)

27. Standards for Review: In considering an application for a building or demolition permit or for a certificate of appropriateness, the Preservation Commission shall be guided by the following general standards in addition to any design guidelines in the ordinance designating the landmark or historic district.

(A) Every reasonable effort shall be made to provide a compatible use for a property that requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.

(B) The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural feature should be avoided when possible.

(C) All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and that seek to create an earlier appearance shall be discouraged.

(D) Changes that may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

(E) Distinctive stylistic features or examples of skilled craftsmanship that characterize a building, structure, or site shall be treated with sensitivity.

(F) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of features, substantiated by historic, physical, or pictorial evidence, rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

(G) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

(H) Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.

(I) Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment. (Ord. No. 86-31, ' 1, 3-17-86)

28. Certificate of Economic Hardship: Application for a certificate of economic hardship shall be made on a form prepared by the Preservation Commission. The Preservation Commission shall schedule a public hearing concerning the application and provide notice in the same manner as in section 13 of this appendix, and any person may testify at the hearing concerning economic hardship in the same manner as provided by section 14 of this appendix.

The Preservation Commission may solicit expert testimony or require that the applicant for a certificate of economic hardship make submissions concerning any or all of the following information before it makes a determination on the application:

(A) Estimate of the cost of the proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would be incurred to comply with the recommendations of the Preservation Commission for changes necessary for the issuance of a certificate of appropriateness;

(B) A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation;

(C) Estimated market value of the property in its current condition; after completion of the proposed construction, alteration, demolition, or removal; after any changes recommended by the Preservation Commission; and in the case of a proposed demolition, after renovation of the existing property for continued use.

(D) In the case of a proposed demolition, an estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

(E) Amount paid for the property, the date of purchase, and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer;

(F) If the property is income-producing, the annual gross income from the property for the previous two (2) years; itemized operating and maintenance expenses for the previous two (2) years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;

(G) Remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two (2) years;

(H) All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing, or ownership of the property;

(I) Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years;

(J) Assessed value of the property according to the two (2) most recent assessments;

(K) Real estate taxes for the previous two (2) years;

(L) Form of ownership or operation of the property, whether sole proprietorship, for-profit or not-for-profit corporation, limited partnership, joint venture, or other.

(M) Any other information, including the income tax bracket of the owner, applicant, or principal investors in the property considered necessary by the Preservation Commission to a determination as to whether the property does yield or may yield a reasonable return to the owners. (Ord. No. 86-31, ' 1, 3-17-86)

29. Determination of Economic Hardship: The Preservation Commission shall review all the evidence and information required of an applicant for a certificate of economic hardship and make a determination within forty-five (45) days of receipt of the application whether the denial of a certificate of appropriateness has deprived, or will deprive, the owner of the property of reasonable use of, or economic return on, the property. Written notice of the determination shall be provided in the same manner as required by section 24 of this appendix. (Ord. No. 86-31, ' 1, 3-17-86)

30. Appeals: A determination by the Preservation Commission that an application for a certificate of economic hardship be denied shall be a final administrative decision reviewable under the Missouri Administrative Procedure and Review Act, and any appeal from a denial shall be to the circuit court as provided therein. (Ord. No. 86-31, ' 1, 3-17-86)

31. Fees and Penalties: The Preservation Commission may establish an appropriate system of processing fees for the review of nominations, certificates of appropriateness, and certificates of economic hardship. Any person who undertakes or causes an alteration, construction, demolition, or removal of any nominated or designated landmark or property within a nominated or designated historic district without a certificate of appropriateness or a certificate of economic hardship shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00). Every day each such violation shall continue to exist shall constitute a separate violation. The Preservation Commission may institute any appropriate action or proceeding in the name of the City of Joplin to enjoin, correct, or abate any violation of this ordinance [Appendix].

DESIGN REVIEW STANDARDS

SUNSHINE LAMP DISTRICT

JOPLIN, MISSOURI





DECEMBER 5, 2005

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I. OVERVIEW

Preserving Joplin's historicDowntown
area through design standards will
improve the community's appearance
and makes good economic sense.

Purpose of Design Standards

The purpose of the Joplin Downtown Design Standards is to assist in the rehabilitation and revitalization of Joplin's historic downtown area.

The intent of the standards are to provide property owners with a planned approached to revitalization through the use of proper rehab and maintenance techniques and design parameters for compatible new construction. Economic benefits generally result from following this approach.

The standards should be referred to by property owners when planning any work to a building or when planning new construction in the downtown area. The Design Review Board will utilize these standards when reviewing plans for work on a building and for new construction in the downtown area.

Economic Benefits of Design Standards

The Benefits

1. Design standards can reinforce community identity, encourage economic growth and development, and extend the life of a building or structure.

2. Design standards can result in a positive change in the visual appearance of a community. They provide a means by which a community can preserve its historic integrity while encouraging compatible new construction.

3. Design standards ensure that rehabilitation work in historic areas protects property owner investment. Design standards assist property owners with the proper rehabilitation techniques and provides for compatible new construction. Development that may be detrimental to the overall appearance and marketing of downtown Joplin can thereby be avoided.

4. Design standards emphasize a community's commitment to its quality of life and to its heritage and identity. Design standards can work to ensure that growth and development occur in the most positive fashion possible. Design standards reflect a community's pride in itself and its emphasis on quality development. The results can be increased property values, commercial revitalization, and stimulation of heritage tourism.

5. Through adherence to design standards, areas of downtown Joplin may qualify as National Register historic districts in the future thus providing property owners with the Investment Tax Credit for rehabilitation. The 20% tax credit has stimulated revitalization in communities across the country. Design standards can assist property owners in understanding proper rehabilitation techniques to take advantage of these economic incentives.

II. JOPLIN'S COMMERCIAL ARCHITECTURE

Joplin's commercial buildings can be categorized as One-Part or Two-Part Commercial Block designs. Richard Longstreth's publication, The Building of Main Street, outlines these commercial building types based on their two separate components, storefronts and upper facades. One-Part Commercial Blocks are composed of Storefronts and detailing such as an enriched cornice just above the storefront. Two-Part Commercial Blocks are at least two-stories in height with a storefront on the first floor and separate treatment for the upper story area. One-Part and Two-Part Commercial Block buildings were built throughout the country in the 19th and early 20th century and are the most prevalent commercial form in small and mid-size communities.

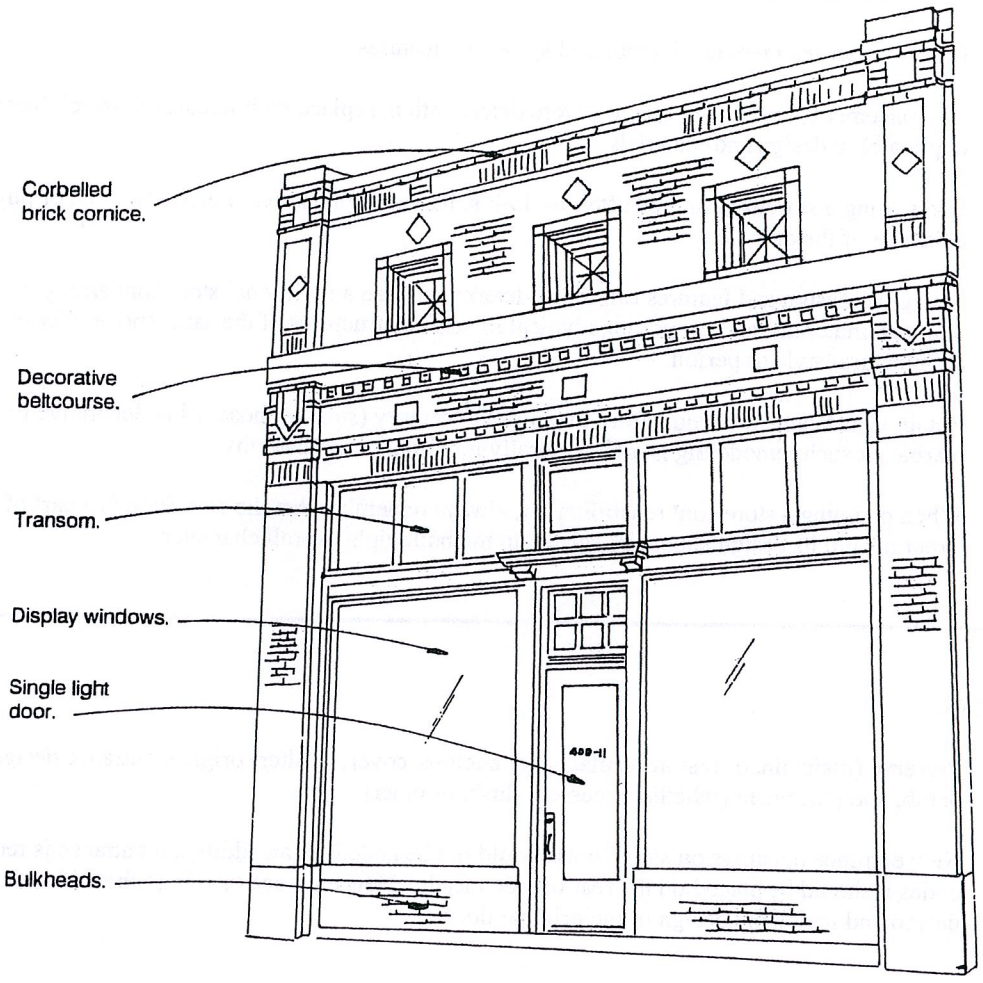
Storefronts were designed to provide the largest amount of space available for the viewing of merchandise. Advances in technology in the mid-19th century such as cast iron allowed storefronts to become essentially transparent. Cast iron columns and pilasters on storefronts carried the weight of the upper masonry wall and allowed most of the remaining storefront to be glass for display purposes. Many excellent examples of cast iron columns and pilasters produced in St. Louis and other cities are visible on downtown buildings. Joplin also displays fine stonework on storefronts in the form and columns or piers.

Storefronts in the late 19th century typically have large display windows, transoms, and large glass and wood doors. Entrances were often recessed to provide for additional display areas. The use of cast iron for storefronts extended into the early 20th century. After 1910, most storefronts were built with steel lintels to support the upper façade masonry and a variety of materials were used in storefront construction. Large expanses of glass continued to be used along with brick piers, marble, tile, and brick bulkheads, and metals such as copper and bronze. During the 1920s and 1930s decorative tinted glass panels such as Carrara glass and Vitrolite were often applied to storefronts.

Upper facades on Two-Part Commercial Blocks contain windows to provide illumination upper floor areas and the exterior masonry walls were often embellished with decorative brickwork. At the roofline buildings were capped with cornices of corbelled brick, wood, or sheet metal. Sheet metal was especially popular for commercial buildings since it could be readily formed into many different designs.

After 1915, upper facades in Joplin generally became more functional and less decorative in appearance. Rounded arch windows gave way to rectangular windows and the use of sheet metal for window and roof cornices gradually disappeared. Patterns of brick and concrete were often used to provide decoration to upper facades and different brick surface textures and colors were also used.

Downtown Joplin retains some original storefronts and storefront elements which should be preserved. Where modern storefronts have been added in recent years, it is recommended that future storefront remodeling be undertaken in keeping with historic storefront configurations. Upper façade changes have often included the enclosing of windows with brick or wood panels, removal of cornices, and concealment of details beneath added metal panels. Future rehabilitation of commercial buildings should include the repair or replacement of upper floor elements to maintain and enhance the building's character.



One-Part commercial building and historic storefront at 409-411 Virginia Street.

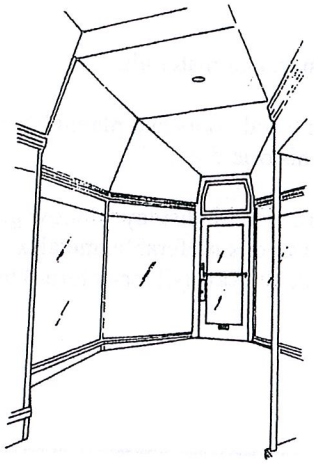
III. DESIGN STANDARDS – STOREFRONTS

GENERAL STANDARDS

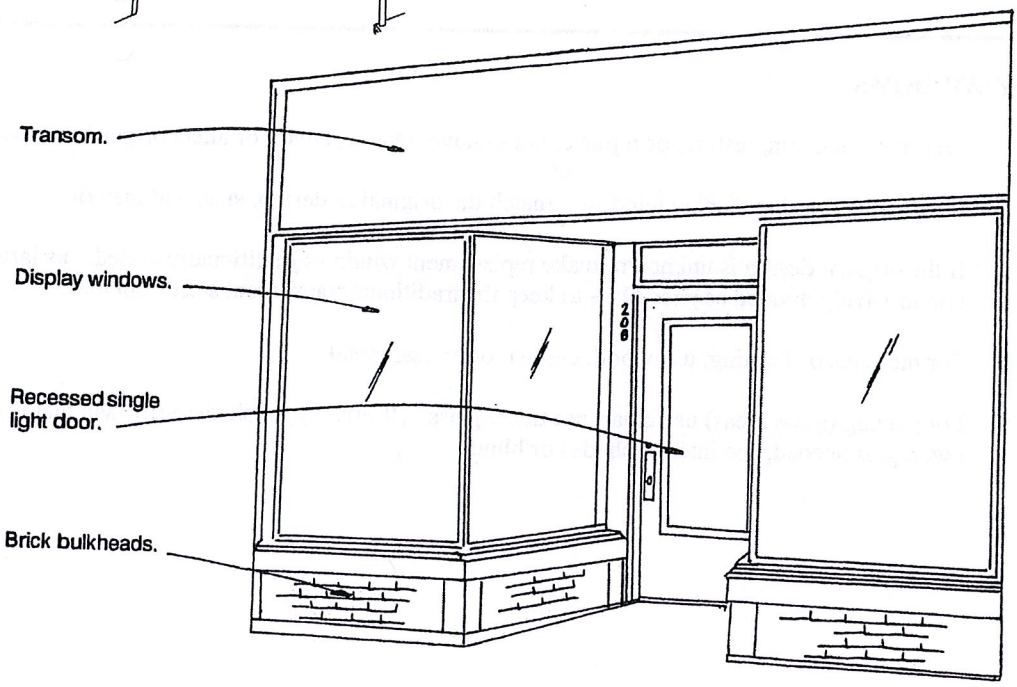
1. Preserve (maintain or restore, not removed or alter) existing original storefronts and storefront details.
2. Repair rather than replace deteriorated storefront features.
3. If replacement is necessary due to severe deterioration, replace with features to match (accurately duplicate) in design and materials.
4. In restoring a storefront altered after the 1940s, base design and features on pictorial or physical evidence of the original.
5. If original design and features cannot be determined, use a traditional storefront arrangement with features, materials, and proportions typical of similar structures of the same (not earlier or later) architectural style or period.
6. Retain significant storefronts from the mid-20th century (such as those using decorative tile, glass, or marble) if such remodeling is architecturally important or noteworthy.
7. When planning a storefront rehabilitation, always remember that the storefront is a part of a larger structure and its design should be related to the building's overall character.

ENTRANCES

1. Preserve (maintain, or restore, replace, not enclose, cover, or alter) original entrance design, materials, depth, and placement (whether recessed, flush, or other).
2. New entrance openings on storefronts should not be added. If an additional entrance is required by codes it should be placed on the rear or side façade. New entrance openings should be simple in design and match the design of the original door.



This storefront was added in the 1930s and should be preserved and maintained (527 Main Street).



Original storefront design at 208 Fourth Street.

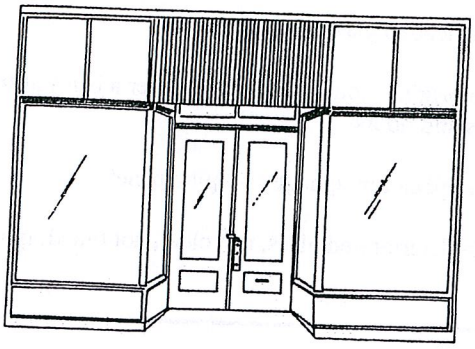
STOREFRONTS

DOORS

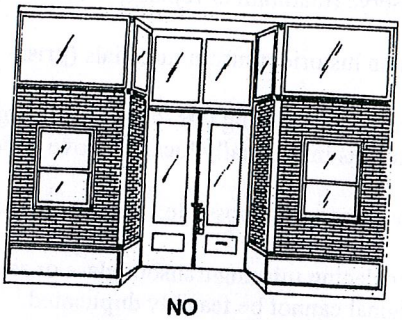
1. Retain and maintain original doors.
2. Replace missing doors to match original in design, size, and materials.
3. If the original design is unknown, replace with plain wood doors and plain glazing (glass area), not solid doors, decorative doors, or any kind of "fake" historic door.
4. For replacement doors, generally use glazing proportionate to display window glass and kick plate panels proportionate to bulkhead panels. Although wood is preferable, metal with a dark or bronze anodized finish and with a wide stile may be substituted. Raw (silver-colored) metal is never appropriate.
5. Do not use solid doors on front facades.

DISPLAY WINDOWS

1. Preserve (maintain, restore, or replace, not remove, reduce, cover, or alter) original display windows.
2. If replacing missing display windows, match the original in design, size, and materials.
3. If the original design is unknown, make replacement windows traditionally scaled – as large and as unobtrusively divided as possible – to keep the traditional transparent storefront look.
4. For mullions or framing, use wood, copper, or bronze metal.
5. For glazing (glass areas) use clear, not tinted glass. (If privacy, or shade other than that provided by an awning, is needed, use interior shades or blinds.



Original storefront and inappropriate alterations.



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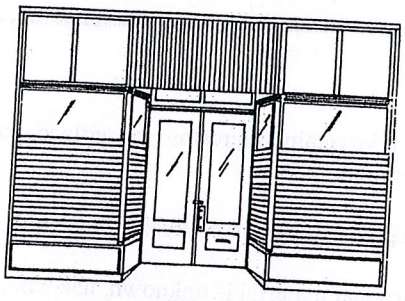
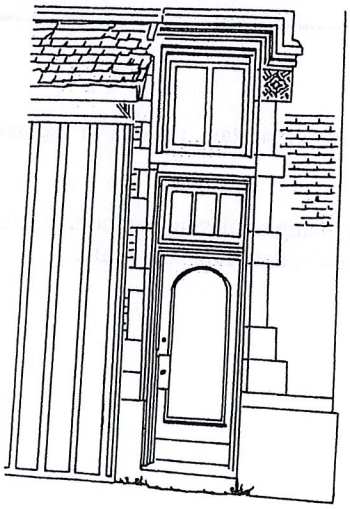


NO



Recessed single light door at 829 Main Street.



Historic side entrance door at 212 Joplin Street.

STOREFRONTS

TRANSOMS

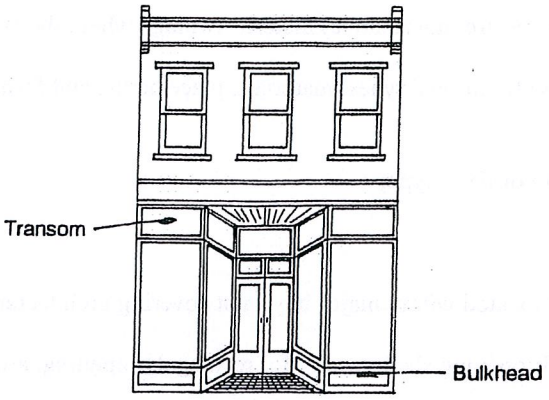
1. Preserve (maintain or replace, not remove, conceal, enclose, or alter) transoms where they exist/ed.
2. Retain historic transom materials (prism glass, leaded glass, etc).
3. If replacing missing transoms, base design on original configuration (whether a band of transoms or transoms individually located above windows and doors.
4. Use glass where possible. If not possible, use space for signage or a plan panel.
5. If replacing missing transom glass or severely deteriorated glass, use clear, not tinted, glass if the original cannot be feasibly duplicated.

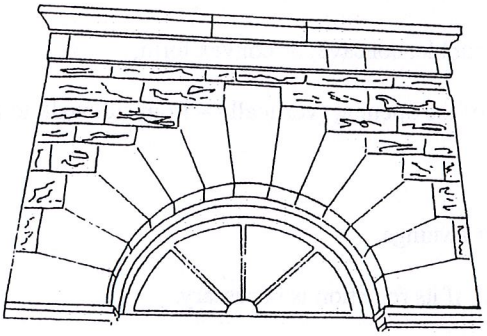
BULKHEADS

1. Preserve (maintain, restore, or replace, not remove, conceal, or alter) bulkheads (kick plates) where they exist.
2. If replacing missing bulkheads, match the original in design, size, and material.
3. If original material is unknown, use wood. Brick may be substituted when matching original brick of building or painted to complement other storefront elements.

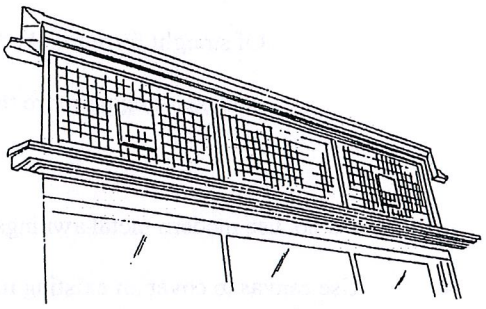
BELTCOURSES

1. Preserve (maintain, restore, or replace, not remove, conceal, or alter) original belt course where they exist.
2. If replacing a missing belt course, closely match or imitate the original type in general design, location, materials, detailing, and scale.

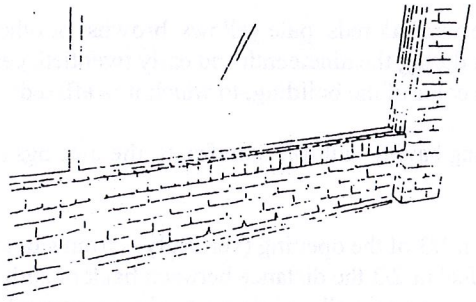




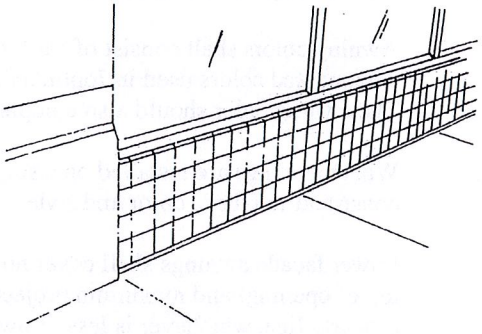
Decorative transom and stone surround at 609 Main Street.



Prism glass transom in 200 block of Joplin Street.



Original brick bulkhead at 922 Main Street.



Original tile bulkhead at 500 Main Street.

STOREFRONTS

AWNINGS

1. Preserve (maintain or restore, not remove) historic awnings where they existed.

2. In adding awnings, use traditional types, materials, placements, and forms. Traditional awnings are:

   Of retractable or fixed type;

   Of canvas;

   Individually located within major bays, not covering architectural features;

   Of form to fit opening shed awning for rectangular opening, arched awning for arched opening;

   Of straight form for shed type, not bubble, concave, or convex form;

   And covering no more than a third of the opening (vertically – from sidewalk to top of opening).

3. Do not use modern metal awnings or back lit awnings.

4. Use canvas to cover an existing metal awning if its retention is necessary.

5. Do not use canopies unless functionally required, such as valet parking use.

6. The use of plastic, aluminum and fiberglass awnings is prohibited

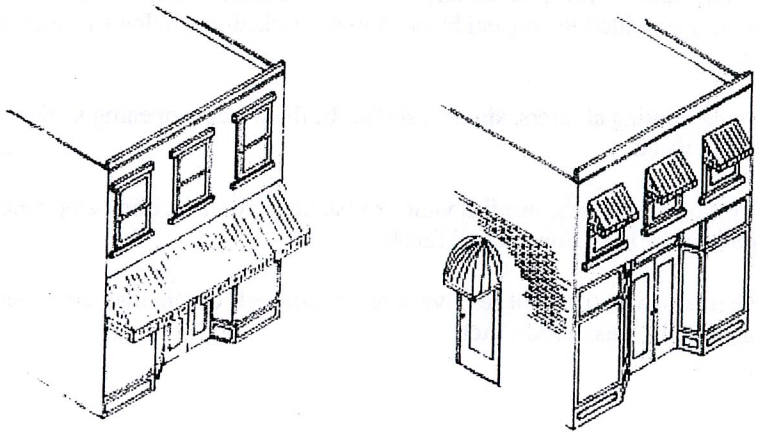
7. Awning colors shall consist of earth tones (greens, dark reds, pale yellows, browns) or other documented colors used in Joplin's downtown during the nineteenth and early twentieth century. The awning color should also complement the color of the building, to which it is affixed.

8. Where awnings are installed on a single building having multiple storefronts, the awnings shall be consistent in fabric, color and style.

9. Lower façade awnings shall cover no more than 1/3 of the opening (vertically – from sidewalk to top of opening) and maximum projection is 7 feet or 2/3 the distance between back of curb and property line, whichever is less. Lower façade awnings shall maintain a minimum vertical distance of 8 feet, measured from the sidewalk to the closest part of the awning.



Appropriate shed canvas awning originally located at 407 Main Street.



Recommended awning designs.

IV. DESIGN STANDARDS – UPPER FACADES

GENERAL STANDARDS

Preserve (maintain or restore, not conceal or alter) the original appearance and details of upper story facades.

WINDOWS

1. Preserve (maintain, or restore, not enclose) original windows, including dimensions, sash (configuration, number and arrangement of lights), materials, and detailing.

2. Repair window materials rather than replace them. Replace missing windows to match the original.

3. If the original window design is unknown, use window type and detailing (sash, materials, and dimensions) of the architectural style or period of the building.

4. If original material cannot be used, use anodized or back-on enamel aluminum, in white, dark or bronze finishes, of the same dimensions (sash, surrounds, trim) as traditional for the building's architectural style or period.

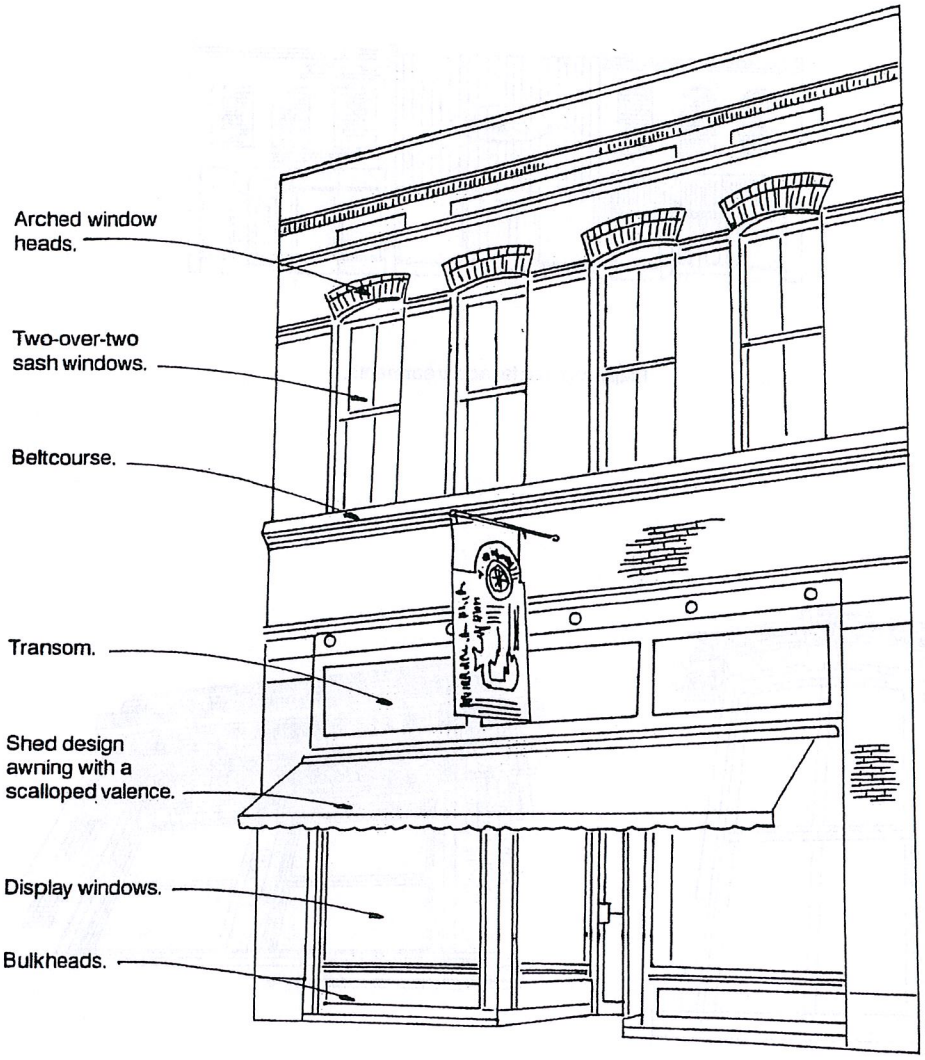
5. Do not use snap-on or flush muntins.

6. Do not add shutters unless based on physical or pictorial evidence that shutters existed. Closed shutters may be added to conceal blocked-in or bricked-in windows if restoration of windows is not feasible.

7. If replacing missing shutters, shutters should fit the window opening so that if closed, the opening would be covered.

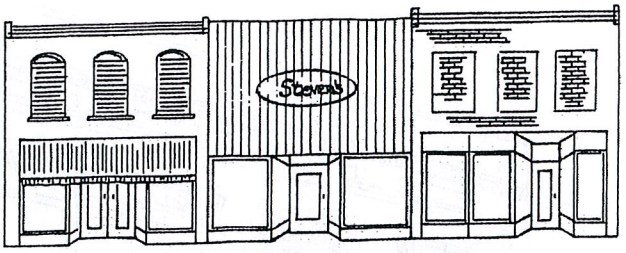
8. If adding storm windows, use full view or sash proportionate, blind-stop type of wood or aluminum with anodized or baked-on enamel finish.

9. Preserve (maintain, store, not remove, alter, or conceal) original windows detailing and decoration, including lintels, sills, hoods, etch.

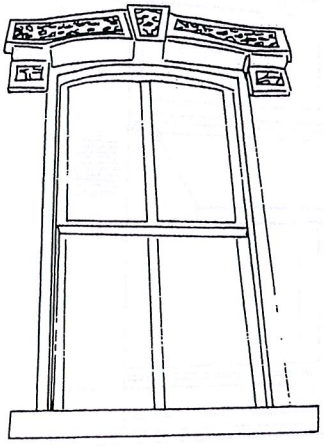


Two-Part commercial building with a renovated storefront and upper facade at 526 Joplin Street.

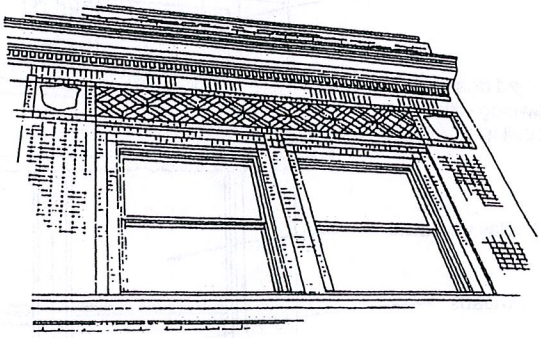
UPPER FACADES



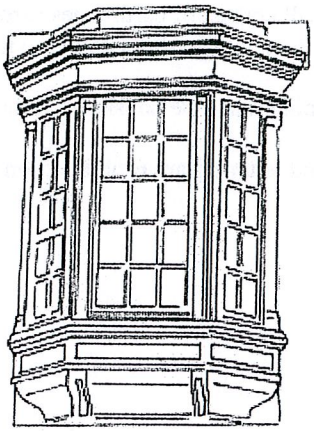
Inappropriate facade treatments.



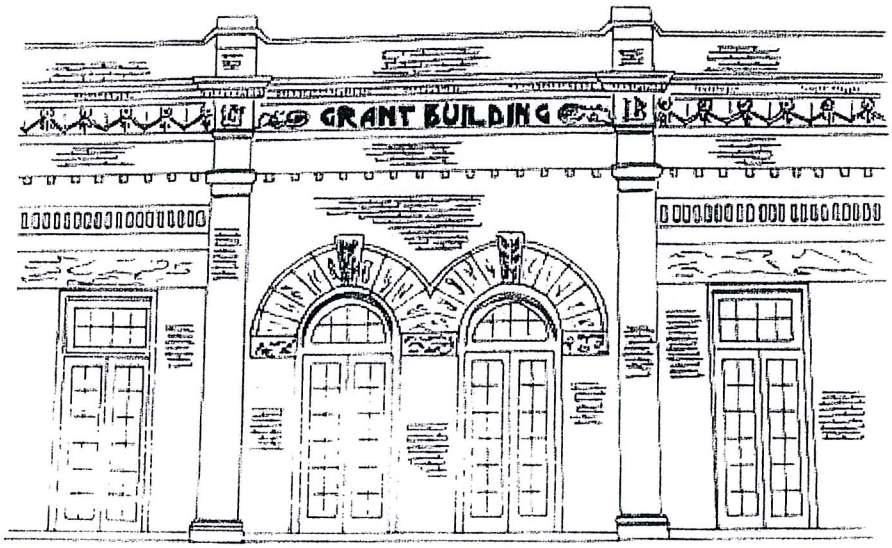
Original two-over-two sash window and decorative hood molding at 222 Main Street.



Original one-over-one sash windows at 514 Main Street.



Bay window design at 614 Main Street.



Multi-light windows at 526 Main Street

AWNINGS

1. Upper façade awnings shall cover no more than 1/2 the window opening. (vertically – from bottom of window opening to top of window opening). The awning color should also complement the color of the building, to which it is affixed.

2. Awning colors shall consist of earth tones (greens, dark reds, pale yellows, browns) or other documented colors used in Joplin's downtown during the nineteenth and early twentieth century.

3. Upper facade awnings shall be consistent in fabric, color and style with lower façade awnings.

4. Signs, graphics and lettering are prohibited on upper façade awnings.

UPPER FACADES

CORNICES

1. Preserve (maintain or restore – do not remove), original metal and brick cornices.

2. Do no conceal or obscure original cornice elements.

3. Replacement of cornices should be based on historic evidence such as photography or "ghosts" of cornice locations. If no such evidence is apparent, a simple cornice in keeping with similar cornices in the downtown area is appropriate.

4. New cornices should be of wood or sheet metal. Materials such as fiber glass reinforced concrete may also be appropriate if they match the original in profile and dimensions.

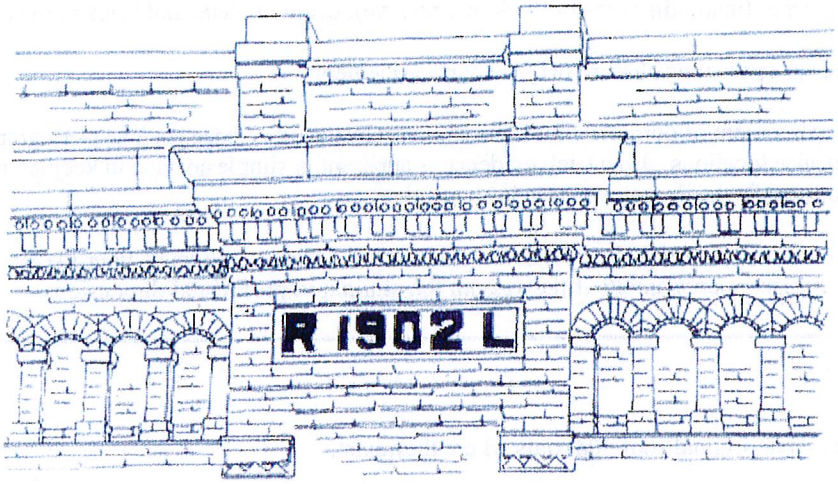
ROOFS

1. Preserve original roof materials where they exist.

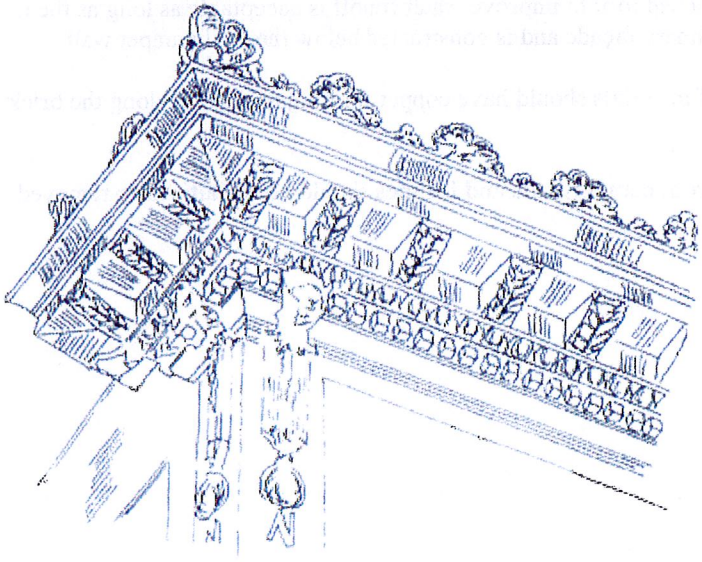
2. Most of Joplin's commercial buildings have flat or sloping roofs with rolled composition or asphalt materials. New roofs of these or similar materials are appropriate. The installation of a higher pitched roof to improve water runoff is acceptable as long as the new roofline is not visible on the primary façade and is constructed below the roof parapet wall.

3. New roof materials should have copper flashing extending along the brick walls to protect against leaks.

4. Original roof parapet walls and features should not be altered or removed.



Corbelled brick cornice at 527-529 Main Street.



Decorative copper cornice at the Newman's Building on Main Street.

UPPER FACADES

ARCHITECTURAL FEATURES

1. Preserve (maintain or restore, not remove, conceal, or alter) original decorative features and detailing (such as columns, pilasters, brick corbelling or pattern work, window hoods or lintels, cornice ornamentation).

2. Replace missing features based on original design, placement, materials, proportions, and details.

3. If missing features cannot be determined or duplicated, use a simpler (but-to-scale) version of features from a similar building of the same architectural style or period.

4. Do not add decorative architectural features where none existed originally.

5. To repair existing features, take care to avoid damage by using only compatible methods and materials.

CAST IRON

1. Preserve, (maintain and restore) original cast iron columns and pilasters.

2. Do not conceal or obscure original cast iron columns or pilasters.

3. Paint may be removed from cast iron by chemical agents. The use of sandblasting or other abrasive cleaning methods is discouraged.

COLOR

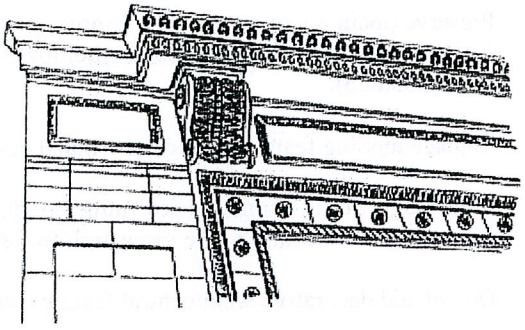
1. Do not paint unpainted masonry surfaces unless masonry surface is extremely mismatched or so deteriorated that it cannot withstand weather.

2. Keep color scheme simple, using no more than 4 colors.

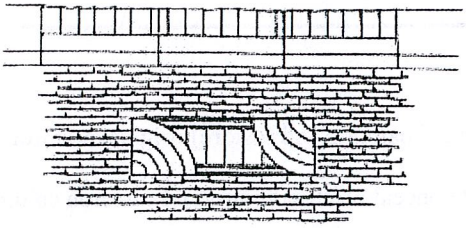
3. Use colors of or complementary to the dominant neutral building material colors (such as dark red or red-brown of brick, or buff, taupe, or gray tints of stone) of the structure of others in the area.

4. Do not use loud, harsh, or garish colors.

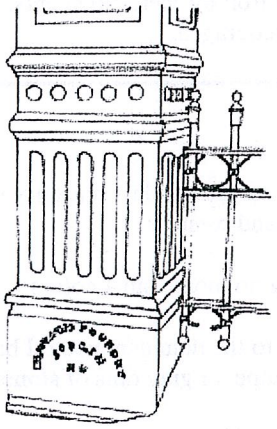
5. Use softer, muted hues overall (those with gray or white added to basic hue, not pure hues) for body and to highlight architectural details (window frames, sills, cornices, and detailing).



Decorative terra cotta cornice at 400 Main Street.



Art Deco panel at 425 Main Street.



Cast iron at 216 Main Street.



Cast iron column at 914 Main Street.

V. DESIGN STANDARDS – SIGNS

Signs in downtown areas were designed to be oriented towards pedestrians and slow-moving traffic. Signs were applied to a variety of locations and there was often great diversity in designs. This tradition should be continued in the downtown area and large, overscale automobile oriented signs should be avoided.

1. Preserve (maintain or restore, not remove) existing historic wall signs on masonry walls.

2. Use signs in historically traditional locations:

   On storefront belt courses or on flat surfaces on building (attached or painted on walls, not to exceed 20% of surface affixed to) or painted on glass elements:

   Hanging or mounted inside windows or door;

   Projecting, with wood or finished metal brackets mounted into mortar, not brick, no higher than second-story window sill level.

3. Use historic sign materials; finished, carved, or sandblasted wood, glass, gold-leaf, brass and copper letters, not plywood, plastic, unfinished wood or neon

4. Use signs of traditional design:

   Of shape and proportions to fit the building.

   Complementary (compatible scale and appearance) with signs on adjacent buildings for visual unity;

   Serif, sans serif, or script lettering, not exceeding 18 inches in height, not covering more that 60% of total sign area;

   Signs shall be coordinated with the colors of the building.

   Signs shall not display more than three primary colors (not including the background color). Only use earth tones (greens, dark reds, pale yellows, browns) or other documented colors utilized in Joplin's downtown during the nineteenth and early twentieth century. Black and white shall be considered as colors.

   Subtle shading or shadowing of letters shall not be considered as separate colors.

   The use of extremely bright color tones is prohibited. Typical late nineteenth century and early twentieth century signs in Joplin contained dark backgrounds with light letters.

   Not earlier type than building itself – not Colonial Williamsburg or New England type;

   With logos and symbols for easy, quick identification of business; Logos, trademarks and symbols shall not distract from the historical appropriateness of the building and shall be in scale with the façade of the building.

   No more than 3 signs per storefront, not including window signs; Freestanding signs are not allowed, except, one "A" frame sign shall be permitted on the sidewalk located in front of the business being advertised. The sign must set at least one foot from the curb and must not block pedestrian traffic. No "A" frame signs shall be permitted that restricts the passable sidewalk width

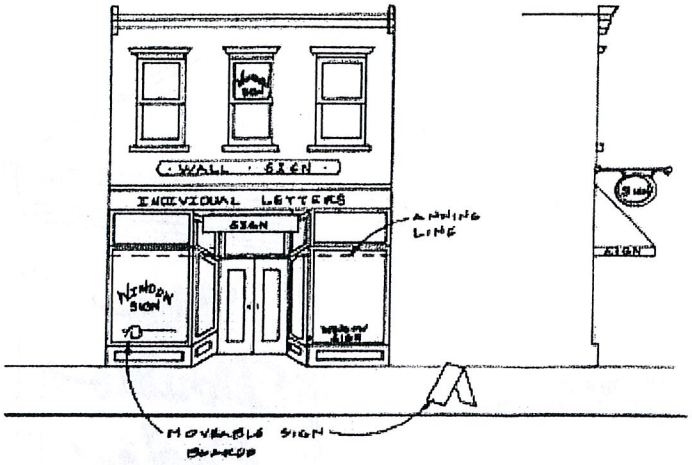
to less than 60 inches. The sign may be placed on the sidewalk during daylight hours only. No sign may be left of the sidewalk overnight. All "A" frame signs must have some thematic writing that is consistent with the architecture of the building or business being advertised, the sign may have a chalk or reader board, but may not have changeable lettering. No "A" frame sign may be larger than two feet wide and four feet high.

Graphics and lettering on awnings is allowed, but their placement is restricted to the valance. Logos, trademarks or symbols may be used on the face of the awning, but their size must be in proportion with the face. A maximum of 25 percent of the awning face may be used for logos, trademarks or symbols.

Projecting signs shall have a minimum clearance of (10) feet above the highest level of the ground under the sign at the sign's lowest point and shall not exceed 20 square feet in effective area. Projecting signs shall not project more than four feet from the face of building and in no case shall be closer than six inches to the back of curb. V-shaped projecting signs shall not project more than 36 inches from the building.

5. Use incandescent spot, goose neck, or up-lit lighting. Floor, flashing, or internally-lit type, and lighting not readily visible from sidewalk level is not allowed.

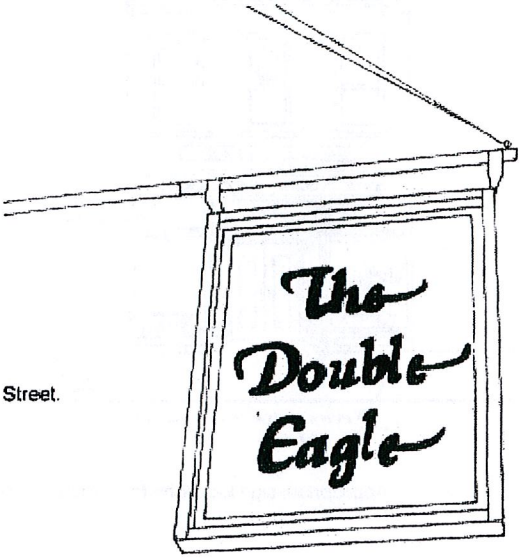
6. Inappropriate signage in the downtown district includes internally illuminated signs, rooftop signs, off premise signs, billboards, back-lit plastic signs, flashing or animated signs and temporary signs. Inappropriate signage does not include City approved temporary banners that are erected across Main Street advertising special events.



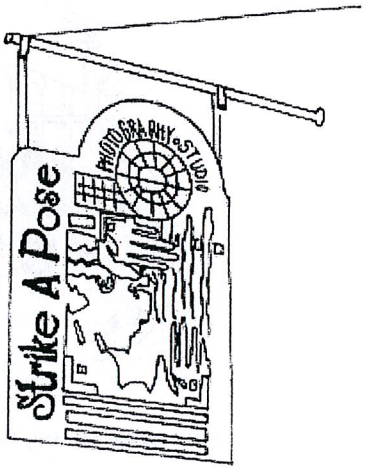
Appropriate sign locations for Main Street buildings.



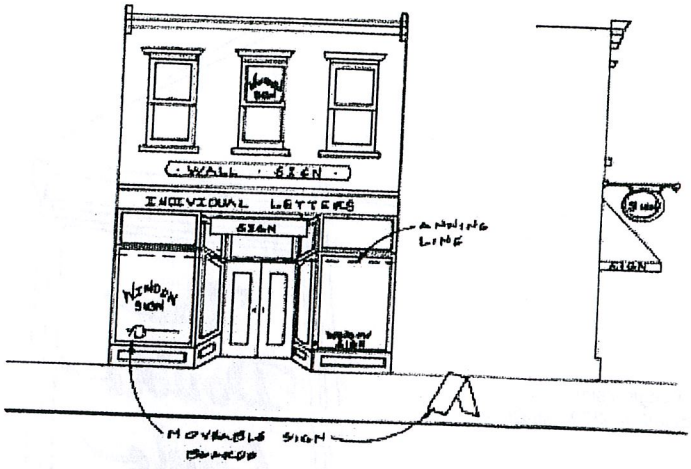
Historic Sign originally located at 611 Main Street.



Appropriate hanging sign
originally located at 528 Main Street.



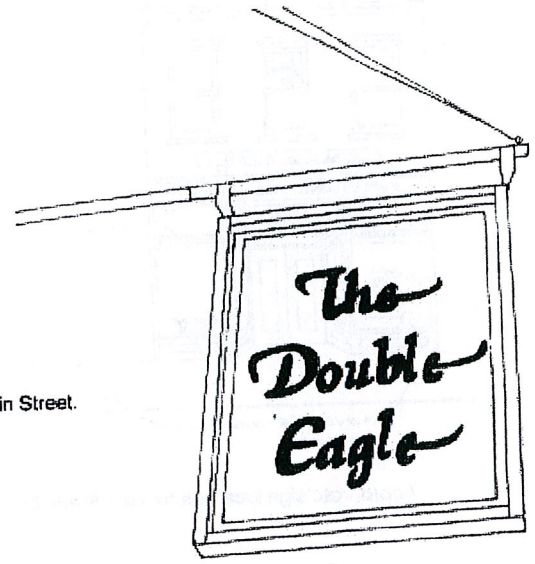
Appropriate hanging sign
originally located at 526 Joplin Street.



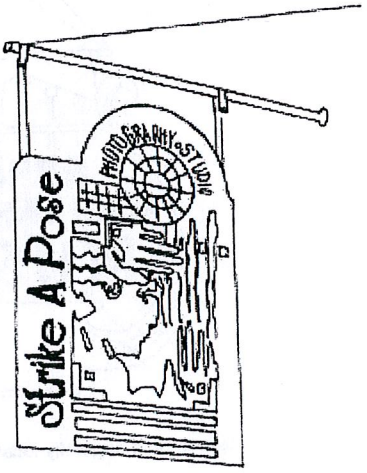
Appropriate sign locations for Main Street buildings.



Historic Sign originally located at 611 Main Street.



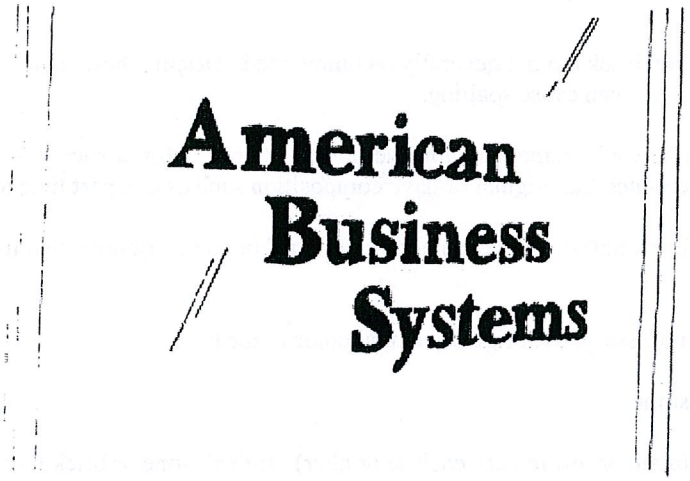
Appropriate hanging sign
originally located at 528 Main Street.



Appropriate hanging sign
originally located at 526 Joplin Street.



Appropriate projecting sign originally located at 523 Main Street.



Window sign originally located at 220 Main Street.

VI. DESIGN STANDARDS - MATERIALS

GENERAL STANDARDS

Preserve (maintain or restore, not replace, cover, or alter) original building materials.

WALLS AND FOUNDATIONS

1. For masonry repointing, maintain original tooling configuration, joint width and depth, and mortar color.

2. **Do not sandblast** or use any abrasive method to clean masonry. Sandblasting or high pressure cleaning methods are not acceptable for brick. These methods remove the outer patina or "crust" of the brick and expose the soft inner core which can lead to deterioration. High water cleaning methods which exceed 600 pounds per square inch should also never be used on brick.

3. Masonry cleaning should be with detergent cleansers or with appropriate chemical agents. Low pressure water cleaning is acceptable if the pressure is kept between 200 and 600 pounds per square inch. Steam cleaning of brick is also a good method but also requires a professional. The use of chemicals for the removal of exterior paint is also appropriate if the work is performed by a qualified professional.

4. Water sealant on brick are not generally recommended. Despite these sealants water vapor can still enter the brick and can cause spalling.

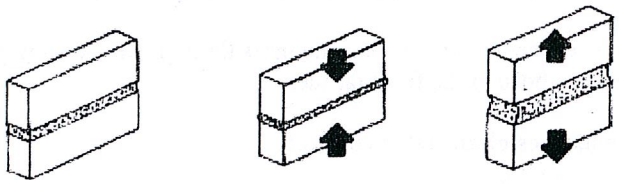
5. Mortar should never be removed with electric power saws. Mortar should be hand raked and repointed with mortar to match the original or have composition such as one part lime to two parts sand.

6. Do not paint brick unless it is extremely mismatched or so deteriorated that it cannot withstand weather.

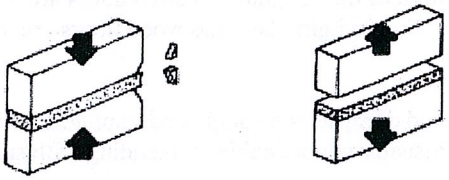
7. If painting is necessary, use original, natural color of the brick.

8. Do not paint stone.

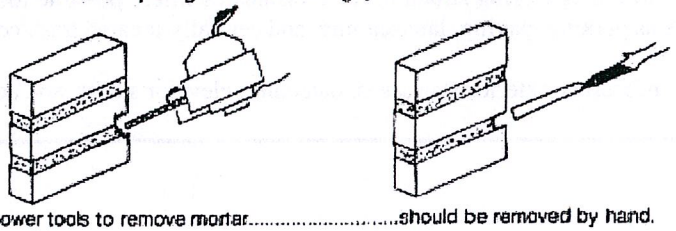
9. Preserve (maintain or restore, not enclose or alter) original stone or brick foundation materials and design.



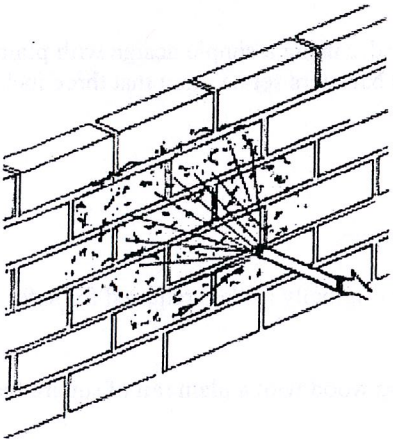
Proper mortar allows joints to .....**contract**.....**and expand**



Inflexible mortar can cause spalling.....and gaps between bricks.



Do not use power tools to remove mortar.....should be removed by hand.



Sandblasting can damage the exterior surface of masonry.

VII. DESIGN STANDARDS – REAR AND SIDE FACADES

REAR AND SIDE FACADES

1. Preserve original windows, doors, and architectural detailing on rear and side elevations.

2. If needed or desirable, enhance rear and side entrances through simple signage, awnings, and lighting that is related to those of the front façade.

3. Keep rear and side entrances clean and uncluttered.

4. For openings on rear and side facades, follow window standards and door standards. (Exception: new widows and doors may be added when needed if in keeping with the size, design, materials, proportions, and location of the originals. If solid doors are necessary do not use six-panel Colonial style doors). Single light glass and wood doors are most appropriate for downtown Joplin.

5. Screen HVAC units and dumpsters through landscaping, framed lattice panels, or flat wood board fences painted to be visually unnoticeable by blending with surroundings.

6. Coordinate with neighboring structures and businesses where possible for a unified look and for such things as parking, paving, landscaping, and centrally located trash collection.

7. Locate any necessary exterior staircases, balconies, elevator shafts, and additions on rear facades.

PORCHES AND STAIRS

1. Do not add porches, staircases, or balconies on front or side facades where none existed originally.

2. If necessary, add staircases or balconies to rear facades using a simple design with plain balusters (of wood, with painted or stained finish and square balusters set no more that three inches apart, is most appropriate.)

3. Avoid these common mistakes:

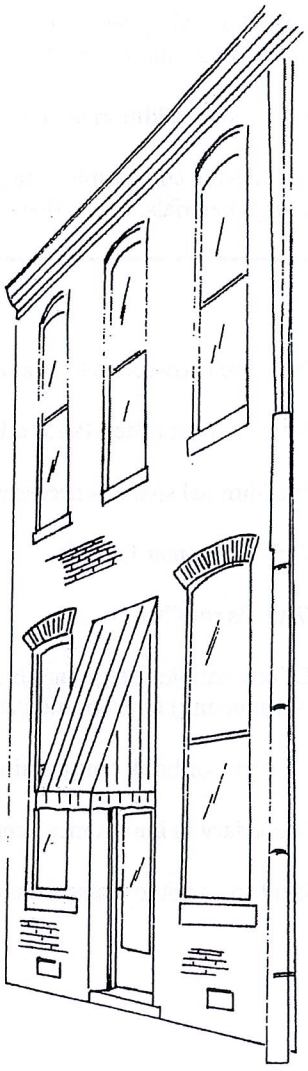
   Replacing original steps material with brick or concrete;

   Adding handrails and balusters where none existed originally (unless required for safety – then use a simple, not ornate, design of wood or iron).

4. Add handicap ramps, if needed, at rear façade, using wood with a plain rail of square balusters set no more than three inches apart.



Rear facade in 400 block of Main Street.



Recommendations include awnings, new door, and appropriate windows in openings.

VIII. DESIGN STANDARDS – ADDITIONS

ROOFTOP

1. Do not add a rooftop addition unless it will not be readily visible from the street or other pedestrian viewpoints or scenic vistas.

2. Even then, keep addition as small as possible, and set back from the visible facades of the building.

3. Make its design compatible with, not imitative of, the original structure through use of compatible (blending) materials, color, shape, and rhythm and proportion of openings.

REAR

1. Preserve early (pre-1945) additions of architectural importance.

2. Remove later (after-1945) additions only if incompatible, where feasible or desirable.

3. If additional space is necessary, make a new addition:

   Only to the rear façade;

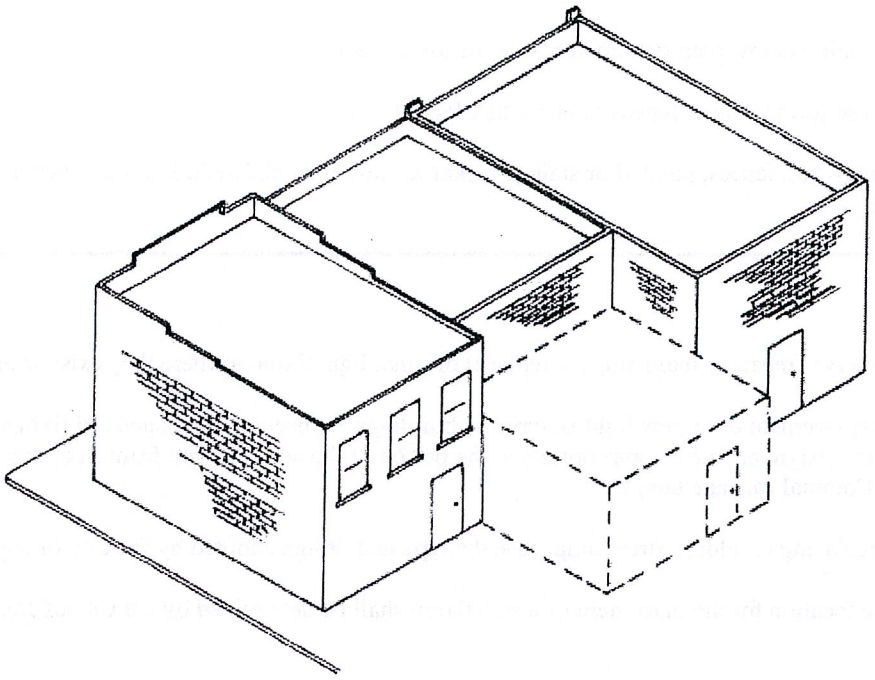
   With its roof lower;

   Of compatible design (not imitative or conspicuously contrasting but one that blends in with the old structure) in proportion and rhythm of openings, size, scale, and materials.

   Of frame or brick construction preferably (glass is less desirable);

   Secondary in importance keeping front storefront as primary entrance functional and visually;

   Built so as not to cause irreparable damage to or destroy the rear façade and its details



Additions should be placed at rear facades and be of a size and scale secondary to the original building.

IX. DESIGN STANDARDS – LANDSCAPING AND STREETSCAPES

LANDSCAPING AND STREETSCAPES

1. Follow recommended streetscape standards adopted by the City of Joplin for non-public areas including:

   Enhance streetscape through complementary landscaping;

   Plant new trees of limited height and canopy at maturity;

   Add or maintain low planters, flower boxes or low shrubs.

2. Do not use solid walls or fences or chain link fences.

3. Use simple iron fences, painted or stained picket fences, or shrubs to define spaces where separation is needed.

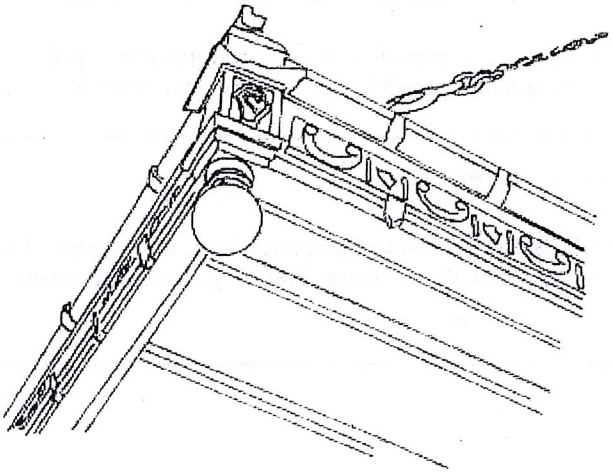
LIGHTING

1. Preserve (repair or maintain, not replace) original light fixtures where they exist or existed.

2. If replacement of or new light fixtures on buildings are needed, use concealed fixtures, fixtures of plain design, or fixtures appropriate to the period of the building (not from an earlier period such as Colonial carriage lamps).

3. If replacing or adding streetlamps, use the type and design adopted by the City of Joplin.

4. The location for the placement of a streetlamp shall be determined by the City of Joplin.



Original light fixture at 501 Main Street.



Original light fixture at 417 Main Street.



Uplit lighting is recommended for wall signs.

PARKING

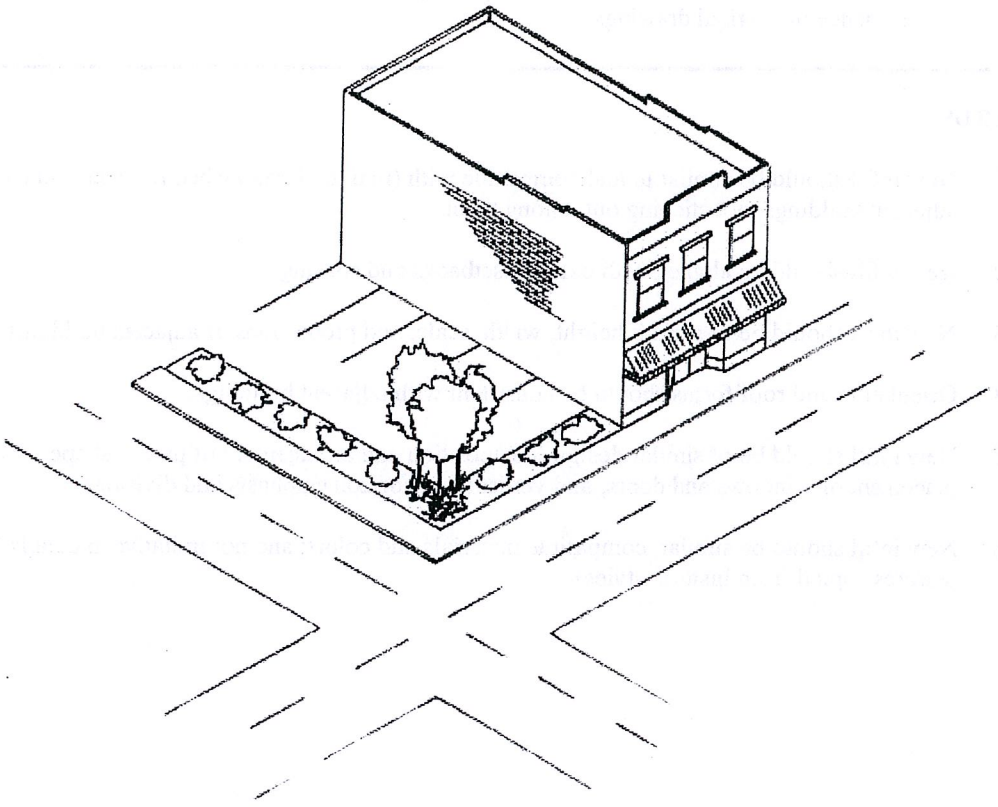
1. Screen parking lots from street view with low shrubs and trees at edges, entrances, and in medians within.

2. Do not use single, large expanses of parking (break parking lots into smaller, well-defined areas).

3. If parking is provided on a vacant lot between buildings, align its buffer screening with the front facades of adjacent buildings (maintain existing setback).

MECHANICAL UNITS

Locate mechanical units, dumpsters, large trash receptacles, and storage sheds at rear of building, and conceal them with evergreen shrubbery, decorative concrete walls or brick walls.



Parking lots should be screened from street view and landscaping should align with adjacent buildings

X. DESIGN STANDARDS – NEW CONSTRUCTION

GENERAL STANDARDS

1. Make a new building traditional (pre 1940's) in design and compatible in scale, height, materials, shape, orientation, rhythm, proportion of openings, texture, placement and character with surrounding and nearby traditional buildings.

2. Reconstruct a previously existing building only if it will be on its original site, and accurately duplicate it based on documentation of its original design and detailing such as photographic evidence or original drawings.

STANDARDS

1. New infill should be similar to and compatible with (maintain established rhythms and patterns of) adjacent buildings, not sticking out among them;

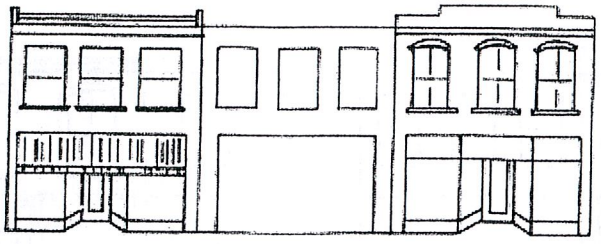
2. New infill should be aligned with existing setbacks and spacing.

3. New infill should be of similar height, width, scale, and proportions of adjacent buildings.

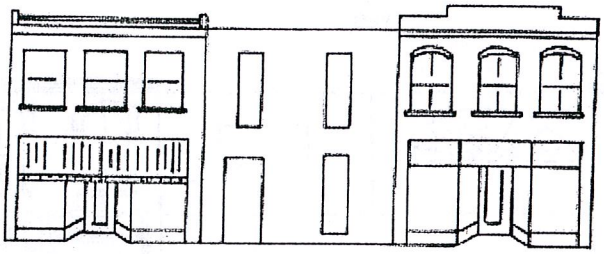
4. Orientation and roof forms should be consistent with adjacent buildings.

5. New infill should be of similar design (composition and arrangement of parts – shapes, sizes, placement of windows and doors, and vertical and horizon emphasis and divisions).

6. New infill should be similar, compatible materials and colors; and not imitative in details (not with features copied from historic styles).



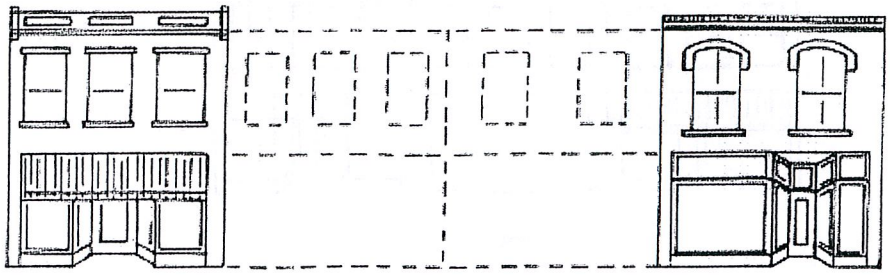
YES



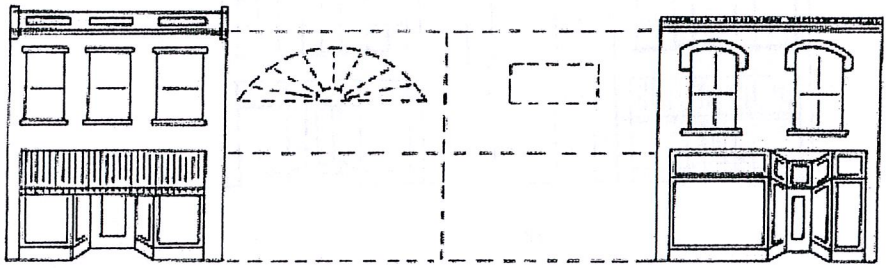
NO

New construction should maintain storefront and upper facade alignment.

NEW CONSTRUCTION

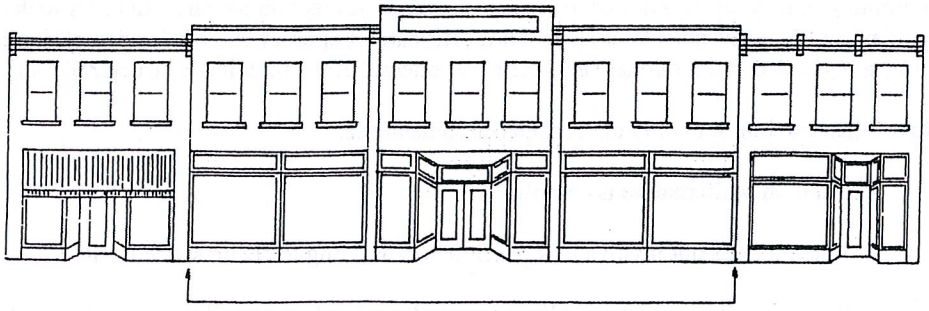


YES

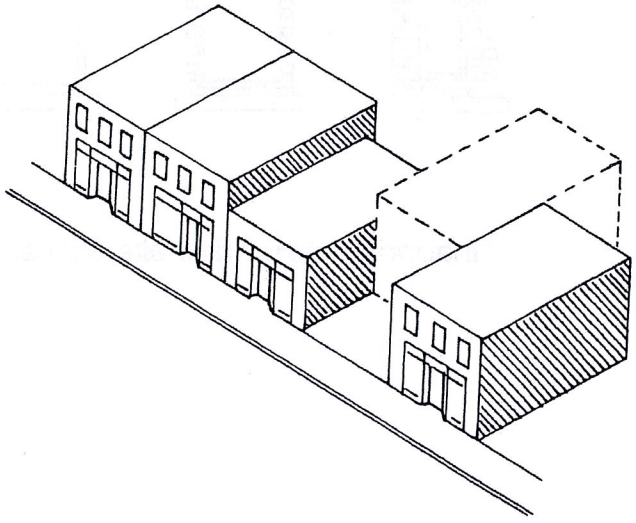


NO

Window alignment should be maintained for new construction.



New construction should maintain vertical divisions and alignment.



New construction should be flush with the sidewalk and not recessed from adjacent buildings.

XI. DESIGN STANDARDS - DEMOLITION

Avoid demolition of any building or part thereof which contributes to the historic or architectural character of downtown Joplin, unless it is so seriously structurally unsound and deteriorated (as determined by a structural engineer or historic architect-that its retention absolutely is not feasible.

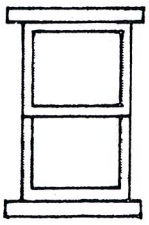
Demolition may occur if required to ensure the public safety and welfare. In order to demolish a building, a certificate of appropriateness must be issued. The certificate of appropriateness for demolition requires certification by a registered, professional engineer or architect that the building is structurally unsound.

Move a historic building only under these circumstances:

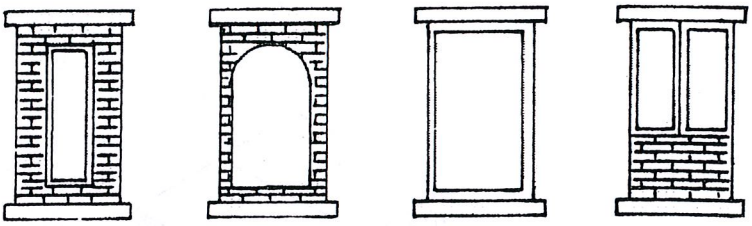
If the only alternative is demolition;

When it does not involve loss of a historic building to create space for it;

When it will be architecturally compatible with adjacent building in style, height, scale, materials, shape, design, setback, and setting.



Original window.



Inappropriate window alterations.

XII. DESIGN STANDARDS - MAINTENANCE

MASONRY AND MORTAR

1. Keep exterior brick clean of mildew, efflorescence, and dirt. Also keep exterior brick clean of vines, ivy, and other plant materials. Washing with detergents and water are best for exterior masonry and mortar. Sandblasting, water blasting and other abrasive cleaning methods are detrimental to historic buildings and should not be used.

2. Repointing of historic mortar should be with a mortar which matches the original in appearance and composition. Most mortar from before 1900 was composed of lime and sand and a mortar with similar content should be applied. The use of Portland cement is generally not appropriate due to the hardness of the mortar versus the softness of the brick.

3. Most silicone based or waterproof coatings have limited effectiveness and may actually add to moisture problems by not allowing the brick to breathe. The use of these products is discouraged.

ROOFS, CORNICES

1. Check the roof regularly for leaks, deterioration of flashing, and worn roof surfaces such as rolled or asphalt shingles. An inspection of the upper floor or attic space during or following a rainstorm can also assist in detection of water related problems.

2. Know what metals are used in your cornice or roof's flashing and use only similar metals during replacement or repair. Different metals should not touch each other or a galvanic reaction may occur leading to corrosion.

3. Metal roofs and cornices should be kept painted to prevent rust and deterioration. Appropriate paints include those with an iron oxide oil base. Asphalt based paints and aluminum paints should not be used on historic metals as they could accelerate the rusting process.

4. Chimneys for flue stacks should be regularly checked for cracking, leaning, spalling, and infestation by birds and insects. The use of chimney caps over chimneys or flue openings is recommended to keep out moisture.

GUTTER AND DOWNSPOUTS

1. Keep gutters and downspouts in good repair. Make sure they are properly connected, are clean of leaves and other debris, and channel water effectively away from the building. Seal all cracks in downspouts with silicone caulk or sealants.

2. The use of splash blocks to keep water away from the foundation is recommended.

3. Gutters and downspouts which are deteriorated should be replaced with new gutters and downspouts. Half-round gutters and round downspouts are preferable to corrugated designs.

FOUNDATIONS

1. All water should drain away from a building and should not enter the foundation.

2. Trees, shrubs, and other plants should be kept well away from the foundation to prevent damage from moisture and root movement.

ENTRANCES

1. Doors and transoms should be kept clean and the glass should continually washed.

2. Original locks and hardware should be kept oiled and in good repair. If original hardware is missing or is deteriorated, the use of reproduction locks and hardware suitable for the building is recommended.

WINDOWS

1. Windows should be kept clean and free of dirt and grime. Wood sash surfaces should be painted regularly.

2. Windows should be kept caulked and sealed to aid in energy conservation.

3. Shutters and blinds should be kept painted and in good repair.

4. Old or deteriorated curtains or shades behind should be removed or replaced.

AWNINGS

1. Canvas awnings should be washed periodically and kept in good repair.

2. Awning hardware should be regularly checked for rust or loose mechanisms.

3. Awnings which become torn or otherwise deteriorated should be replaced.

SIGNS

1. Abandon signs and sign hardware should be removed from buildings (unless historic).

2. Signs should be kept painted and mounting bolts should be checked to make sure they are secure.

3. Light fixtures, conduits, and wiring for signs should be inspected and replaced when necessary.

XIII. SIDEWALK CAFES

1. The sidewalk and outdoor café regulations as set forth are designed to permit those cafes in areas where they are appropriate and to promote and protect the public health, safety and general welfare.

2. Sidewalk cafes are defined as any group of tables, chairs, fixtures, fences or other furnishings situated and maintained upon the public sidewalk for use in connection with the consumption of food and/or non-alcoholic beverages.

3. The sale and consumption of alcoholic beverages is prohibited on public sidewalks and in sidewalk cafes.

4. Sidewalk cafes must be contiguous with, and have direct access to, and be operated as an extension of, the business operating the café.

5. Sidewalk cafes shall not be allowed except where the public sidewalk between the business operating the café and the curb is 10 feet or more.

6. Irrespective of the width of the sidewalk, sidewalk cafes must not obstructed sidewalk for pedestrian use.

7. There shall be no alteration of the existing sidewalk. Tables, chairs, fixtures, fences and other furnishings shall not be permanently attached to the existing sidewalk.

8. All tables, chairs, fixtures, and other furnishings must be of a temporary nature, capable of being brought in at closing time, and must be brought in and stored during non-operational hours.

9. Building entrances or exits shall not be blocked.

10. All tables, chairs, fixtures, fences, other furnishing and the area delineated for use as a sidewalk café must be maintained in good condition.

11. The material used for all tables, chairs, fixtures, fences and other furnishings must be period specific (pre 1940's). The use of plastic and fiberglass is prohibited.

12. The business operating the café is responsible for trash removal, snow removal, and general maintenance and must return the café area and surround sidewalk to a clean and litter free condition after operation each day.

APPENDICES

APPENDIX A – The Secretary of the Interior's Standards for Rehabilitation

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND STANDARDS FOR REHABILITATING HISTORIC BUILDINGS

The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction.

The Standards are to be applied to specific, rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alterations of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finished, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration required replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken in the gentlest means possible.

8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

APPENDIX B – Suggested Bibliography

Blumenson, John J.-G., Identifying American Architecture. Nashville: American Association for State and Local History, 1981.

Browne, Dan. The Renovation Book. New York: McGraw-Hill, 1976.

Bullock, Orin M. The Restoration Manual. Norwalk, Connecticut: Silvermine, 1966.

Labine, Clem, ed. Clem Labine's Traditional Building, Brooklyn, New York: Historical Trends Corporation.

Litchfield, Michael W. Renovation: A Complete Guide. New York: Wiley, 1982

Longstreth, Richard. The Buildings of Main Street. Washington: The Preservation Press, 1987

Morton, W. Brown, III, Gary L. Hume, and Kay D. Weeks. The Secretary of the Interior's Standards for Rehabilitation and Standards for Rehabilitating Historic Buildings. 1979. Rev. ed. Washington, D.C.: Technical Preservation Services. U.S. Department of the Interior, 1983.

Old-House Journal. Monthly. Old-House Journal Corporation, 435 Ninth Street, Brooklyn, New York, 11215.

Stahl, Frederick A. A Guide to the Maintenance, Repair, and Alteration of Historic Buildings. New York; Van Nostrand Reinhold, 1984.

Technical Preservation Services, National Park Service, U.S. Department of the Interior. Respectful Rehabilitation Washington, D.C.: The Preservation Press, 1982.

Preservation Briefs. Published periodically. Washington, D.C.: Government Printing Office.

HISTORIC JOPLIN PRESERVATION COMMISSION

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

Enclosed: Documentation relating to February 22nd, 2019 Application for Certificate of Appropriateness.

Item 1: Staff Report for Design Review Board

Item 2: Application for Certificate of Appropriateness

Item 3: Correspondence with the Applicant

Item 4: Proxy vote of the Design Review Board Architect

Item 5: Copy of September 28th, 2018 Pre-Development Meeting Spreadsheet.

Item 6: Precedence of windows being required to be removed.

Item 7: Application for Certificate of Appropriateness from 2009 for same address.

Item 8: Current proposal to the property owner.

Item 1:

Staff Report for Design Review Board

HISTORIC JOPLIN PRESERVATION COMMISSION

Certificate of Appropriateness

Staff Review and Report

Date: February 25, 2019

From: Thomas Walters, Planner

Subject: Certificate of Appropriateness for Windows

Address: 218 S. Main Street

Applicant: Collin Williams

PROPOSAL

The applicant is performing a minor work of proposed window replacement.

BACKGROUND

The building located at 218 S. Main Street is included in the Sunshine Lamp Historic District. TR Donaldson will be will be replacing/restoring windows and enclosing a patio area at the rear façade.

DRS COMPLIANCE

The following is a list of items that are applicable to the project and compliance with the DRS as determined by staff:

Overview

Guideline number 2 under the benefits of design standards states that "standards can result in a positive change in the visual appearance of the community... (And) preserve its historic integrity." **Finding: does comply.**

Design Standards – Windows

1. Identifying, retaining, and preserving windows – and their functional and decorative features – that are important in defining the overall historic character of the building. Such features can include frames, sash muntins, glazing, sills, heads, hoodmolds, paneled or decorated jambs and moldings, and interior and exterior shutters and blinds.

Finding: Does not comply. Applicant has requested replacing existing windows. Applicants desired window replacements have different style and detailing than originals and would need board approval.

2. Replacing in kind extensively deteriorated or missing parts of windows when there are surviving prototypes such as frames, sash, sills, glazing, and hoodmolds. The new work should match the old in material, design, color, and texture; and be unobtrusively dated to guide future research and treatment.
   Finding: does not comply.

DISCUSSION AND RECOMMENDATION

Application is for minor works that staff to Historic Preservation Commission could approve, however, upon review of the proposed scope of work (window replacement) staff found the proposed windows to be of different style and detailing but similar configuration. The appropriateness of the windows proposed will have to be determined by Design Review Board and the Historic Preservation Commission. This address has previously requested permits as part of the façade grant program, and due to the high level of compliance with federal funds, the property owner decided not to pursue application for funds. However, at the time of application, local design review guidelines were sent to the applicant and need to apply for a Certificate of Appropriateness was explained. Upon submittal of this Certificate application, staff advised that different windows should be selected to be in compliance with the Downtown Standards, but given the windows have already been ordered and arrived, the applicant is requesting review by the Design Review Board and Historic Preservation Commission to overrule staff recommendation.

Staff recommends denial on basis of not complying with Sunshine Lamp District with respect to upper façade windows. Update: February 27, 2019, Design Review Board unanimously recommended denial. Update: March 19, 2019, Historic Preservation unanimously denied Certificate of Appropriateness.

Item 2:

Application for Certificate

Of Appropriateness

CITY OF JOPLIN, MISSOURI

HISTORIC PRESERVATION DETERMINATION FORM

REASONS FOR DETERMINATION

HP Case No.: 2019-02
Date of Action: 3/19/2019
Action: Denial

Submit Questions To: Thomas Walters
Planning & Community Development Manager
602 S. Main Street
Joplin, MO 64801
417-624-0820 Ext 539
twalters@joplinmo.org

On March 19, 2019, the City of Joplin Historic Preservation Commission at its regular meeting, recommended Denial (Action: Approval, Conditional Approval, Denial) located at 218 S Main St. Joplin, MO 64801.

In recommending Denial, the Historic Preservation Commission considered all standards and all other conditions listed in the Historic Preservation standards.

Conditions (if any): _____

_____

_____

_____

Thomas Walters
Planner
(417)624-0820 Ext. 539
twalters@joplinmo.org

HISTORIC JOPLIN PRESERVATION COMMISSION

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

HPC Case No. 2019-02

Meeting Date 3-19-19

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

LOCATION

Address: 218 S. MAIN STREET

Property Name (historic or common): FROSTED CAKERY

OWNER INFORMATION

Name: ACL Holdings (Collin Williams) Phone: 816 716 2749

Address: _____

FORM PREPARED BY (If other than owner)

Name: TERRY R DONALDSON Phone: 417.434.2444

Address: PO Box 2425 | JOPLIN, MO 64803

Relationship to Owner: _____

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

What is this Certificate of Appropriateness for? (Check all that apply)

Construction (major)

- ___ New addition
- ___ Façade improvement (i.e. new materials, windows, doors, etc.)

Alterations (minor)

- ___ Painting
- ___ Lighting
- ___ Roofing
- ___ Signage
- ✓ Replacement of doors, windows, etc. with same or similar design

Demolition

- ✓ Partial demolition
- ___ Full demolition

DESIGN GUIDELINE CRITERIA

(*Any changes must meet the following criteria to be considered historically appropriate).
Note: please write N/A under the criteria that do not apply to your scope of work.

1. Height: The height of any proposed alteration or construction should be compatible with the style and character of the landmark and with surrounding structures in a historic district:
SAME

2. Proportions of windows and doors: The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures within a historic district:
SAME

3. Relationship with building masses and spaces: The relationship of a structure within a historic district to be open space between it and adjoining structures should be compatible:
SAME

4. Roof shape: The design of the roof should be compatible with the architectural style and character of the landmark and surrounding structures in a historic district:
—

5. Landscaping: Landscaping should be compatible with the architectural character and appearance of the landmark and of surrounding structures and landscapes in historic district:
—

6. Scale: The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style and character and with surrounding structures in a historic district:
SAME

7. Directional expression: Facades in historic districts should blend with other structures with regard to directional expression. Structures in historic districts should be compatible with the dominant horizontal or vertical expression of surrounding structures. The directional expression of a landmark after alteration, construction, or partial demolition should be compatible with its original architectural style and character:

SAME

8. Architectural details: Architectural details including materials, colors, and textures should be treated so as to make a landmark compatible with its original architectural style and character and to preserve and enhance the architectural style or character of a landmark or historic district *(Ord. No. 86-31, ' 1, 3-17-86)*:

BLACK (MATCHING EXISTING)

SUPPORTING DOCUMENTS

A. Detailed Project Description
    i. Scope of work
    ii. Material changes and colors for painting, lighting, doors, windows, roofing, etc. (please provide paint chips, brochures, images, etc. for support)
    iii. Contractor and/or Engineer information who plans on doing the work
    iv. Estimated timeline for construction
B. Drawings (for new additions and major façade changes only)
    i. Building elevations
    ii. Any other drawings requested by the Design Review Standards and Historic Preservation Commission to get a better understanding of proposed changes
C. Photographs (for new additions and major façade changes only)
    i. To ensure that the proposed changes are historically appropriate

***Applications must be received by the last Friday of the month to be included on the agenda of the regularly scheduled meeting for the following month. Historic Preservation Commission meets on the third Tuesday of each month.** (For example, if your project needs to be approved at the February meeting, your application should be submitted by the last Friday of January).

***If your project is located in the Sunshine Lamp Historic District (100-700 Block of S. Main; 500 Block of S. Joplin), your application must be presented to the Design Review Standards board before being sent to the Historic Preservation Commission for final approval. The Design Review Standards board meets on the second Thursday of each month.**

***All projects require the applicant, or someone who can represent the applicant, at all meetings related to their project to answer any questions and present their project plans.**

Please submit completed nomination forms to:

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

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

Printed Name: TERRY R DONALDSON

Signature: _____ Date: 2/22/19

SUPPORTING DETAILS FOR

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

@ 218 S. MAIN STREET/JOPLIN, MO

SCOPE OF WORK

Remove & replace existing 2nd floor windows with pocket (drop in) replacement windows. Wrap all exposed trim with color match metal (black). Calk as necessary.

A manufacturers spec sheet is attached to this paperwork

MATERIAL CHANGES/COLORS

Colonial grids are for the top sashes & transoms to be historically cohesive with most commercial buildings of the era. No accurate original pictures can be located through a public search.

Black is the current trim color & has been chosen for the new windows

CONTRACTOR INFO

TR Donaldson is the installation contractor for the project. His work can be seen @ 212 S. Joplin, 506 S. Virginia, 215 S. Wall. Specializing in replacement windows & doors. Lead safe Certified & city licensed.

TIMELINE

3 days continuous construction. The windows are received & ready for install. We would like to start 2/26 or 26.

Respectfully submitted,

Terry R Donaldson

Rough Opening Allowance = 1/2 Inch Masonry Opening Allowance = 1/4 Inch SHOWN AT LIST PRICE

Line # 1



DH LINCOLN FIT
S.O. 32-3/8" x 72"

- DBLH-LINC-FIT-1; 26-5/8x32-5/32;
  Black Alum Clad AAMA.2605;
  LoE-366
  Sash Opening 32-3/8"x72"
  LoE-366/Neat
  1 Full Black Screen(s) Applied
  BETTERVUE Mesh
  Preserve Glass (Top)
  Silver Spacer
  1-1/8" SDL (Top) (4W3H) Profiled
  Interior - With Bronze Internal
  Grids
  Preserve Glass (Bot)
  Silver Spacer
  3-5/16" Jamb
  Black Hardware
  White Jambliners
  Black Sash Lift Handle
  Pre-Finished White Interior
  Divided Lite InteriorPre-Finished
  White
  O.A. Box Size 32"x71-3/4"
  Add Two Additional Weeks To
  Standard Lead Time For Pre-
  Finished White Interior

4 Each @ $1,256.50 $5,026.00

Line # 2



DH STUDIO LINCOLN FIT
S.O. 32-3/8" x 22"

- DHSTUD-LINC-FIT; 28x16; Black
  Alum Clad AAMA.2605; LoE-366
  Sash Opening 32-3/8"x22"
  Preserve Glass
  Silver Spacer
  LoE-366/Neat
  1-1/8" SDL (4W2H) Profiled
  Interior - With Bronze Internal
  Grids
  3-5/16" Jamb
  Pre-Finished White Interior
  Divided Lite InteriorPre-Finished
  White
  O.A. Box Size 32"x21-3/4"
  Add Two Additional Weeks To
  Standard Lead Time For Pre-
  Finished White Interior

4 Each @ $771.00 $3,084.00

Line # 3



DH LINCOLN FIT
S.O. 36-5/8" x 78"

- DBLH-LINC-FIT-1; 30-7/8x35-5/32;
  Black Alum Clad AAMA.2605;
  LoE-366
  Sash Opening 36-5/8"x78"
  LoE-366/Neat
  1 Full Black Screen(s) Applied
  BETTERVUE Mesh
  Preserve Glass (Top)
  Silver Spacer
  Preserve Glass (Bot)
  Silver Spacer
  3-5/16" Jamb
  Black Hardware
  White Jambliners
  Black Sash Lift Handle
  Pre-Finished White Interior
  O.A. Box Size 36-1/4"x77-3/4"
  Add Two Additional Weeks To
  Standard Lead Time For Pre-
  Finished White Interior

2 Each @ $1,041.50 $2,083.00

Line # 4



DH LINCOLN FIT
S.O. 42-5/8" x 78"

- DBLH-LINC-FIT-1; 36-7/8x35-5/32;
  Black Alum Clad AAMA.2605;
  LoE-366
  Sash Opening 42-5/8"x78"
  LoE-366/Neat
  1 Full Black Screen(s) Applied
  BETTERVUE Mesh
  Preserve Glass (Top)
  Silver Spacer
  Preserve Glass (Bot)
  Silver Spacer
  3-5/16" Jamb
  Black Hardware
  White Jambliners
  Black Sash Lift Handle
  Pre-Finished White Interior
  O.A. Box Size 42-1/4"x77-3/4"
  Add Two Additional Weeks To
  Standard Lead Time For Pre-
  Finished White Interior

1 Each @ $1,059.00 $1,059.00

Line # 5



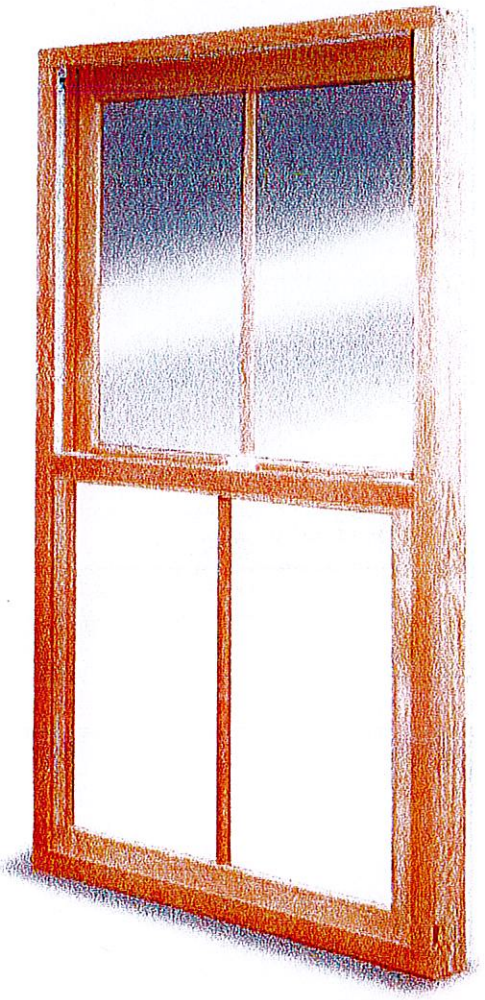
- DBLH-STUD-SASH; Black Alum
  Clad AAMA.2605; LoE-366
  Custom Width
  Custom Height
  Preserve Glass
  Silver Spacer
  LoE-366/Neat
  Pre-Finished White Interior
  Sash OSM 45x51
  Wide Rail Double Hung (Glass
  Size:42-3/8x46-3/8)
  Add Two Additional Weeks To
  Standard Lead Time For Pre-
  Finished White Interior

1 Each @ $644.00 $644.00

Lincoln Fit Double Hung Insert Window

Over the years, the sash, balance systems and hardware of a window take the brunt of wear from the elements, while the trim and frame can remain in good condition. Updating these windows just became easier with the Lincoln Fit pocket insert. Window replacement doesn't have to mean ripping out the old window, damaging drywall and turning a room into shambles. The Lincoln Fit is designed to be installed from the interior or exterior of the home with minimal disruption to the existing frame and trim. Every Lincoln Fit is custom sized to your exact specifications, ensuring a perfect fit for your opening. The units are manufactured 3/8" smaller in width and 1/4" in height from your ordered measurements (sash openings). This allows space for squaring, shimming, leveling and installing.

Features	Benefits
Concealed Jambliner	Wood covered jambliner for cleaner interior lines. Sash are equal size.
Heavy Duty Hardware	Hardware performs year after year.
Seven Sash Lock Finishes	Match your interior décor for a consistent look throughout the home.
Tilt-in Sash	Sash tilt to the interior for easier cleaning.
Block & Tackle Balance	Sash weight is compensated for and makes windows easy to operate.
Interlock with Weatherstrip	Double protection against air infiltration with multiple weatherstrips and interlocking sash.
3-1/4" Frame	Fits snugly into your opening after worn-out sash and balances are removed.
Continuity of Design	Lincoln Fit windows look just like our full-frame replacements.
Mulling Options	Units can be mulled in two and three-wide configurations.
Extruded Aluminum Clad Exterior	Eight standard colors, thirty-eight feature colors and custom color matching with AAMA 2605 paint specifications.
Fully Assembled	Units are packaged with installation hardware, sill expander and include color-matched screens.
Picture Windows	Large stationary openings can be made energy efficient.





Available Enhancements

- Primed and Pre-Finished White Interiors
- Flat Sill Option
- Sill Expander
- Frame Expander
- High Performance Glass Options
- Multiple Grille Choices
- Endless Lite Configurations
- Sash Lift Handles
- Six Wood Species Available

CLICK: lincolnwindows.com


2:20
59%
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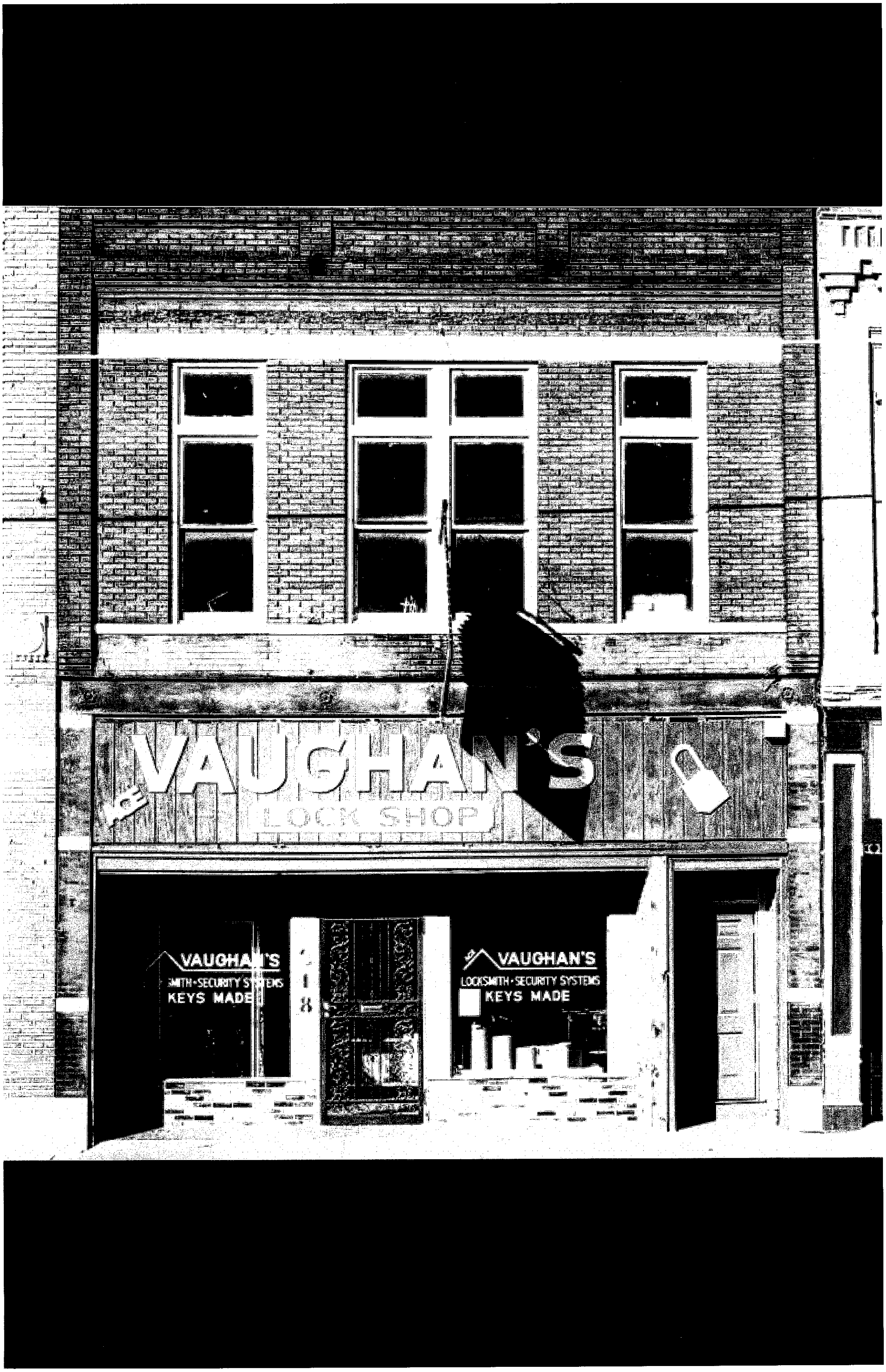
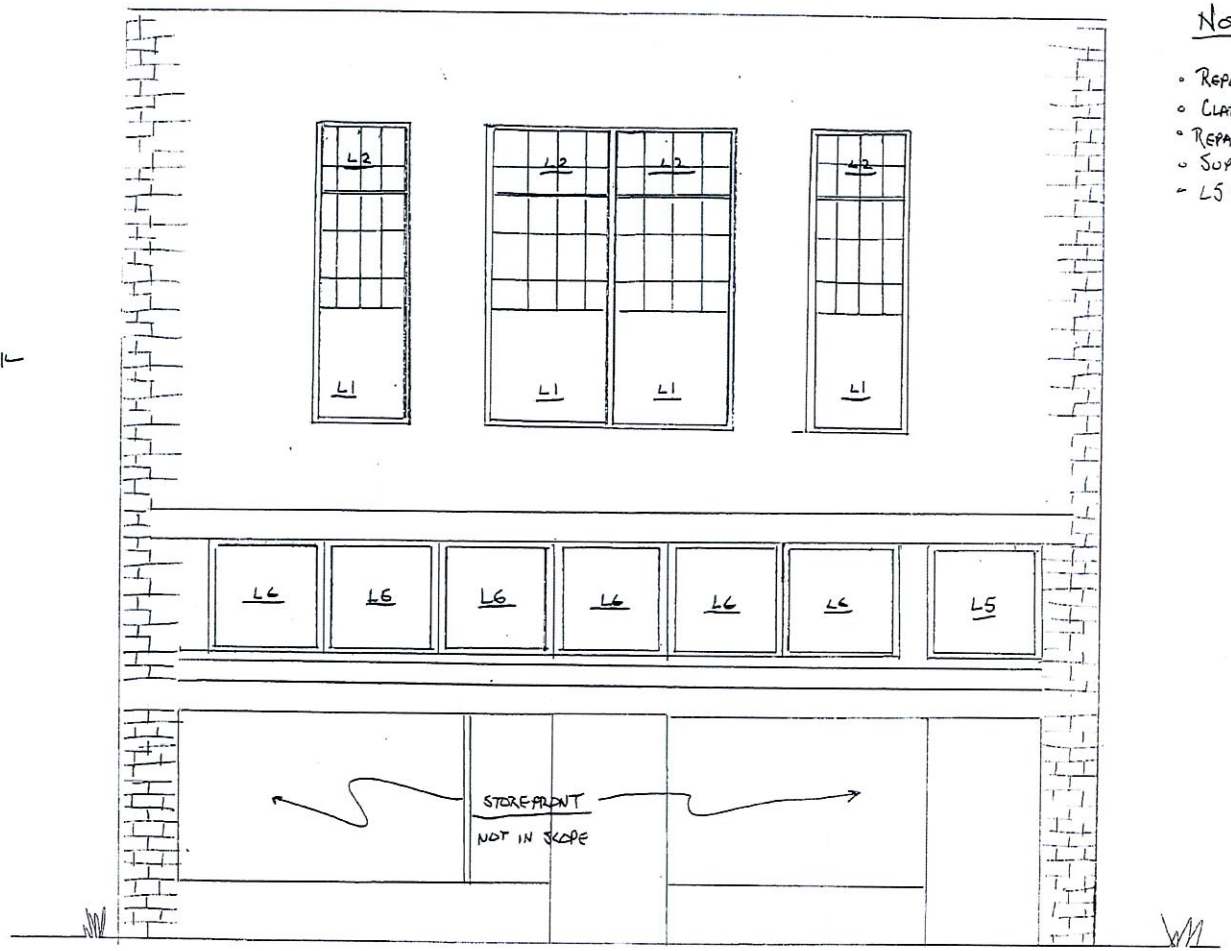
ALDONES
TELEPHONE
211 MO-43


VAUGHAN'S
LOCK SHOP
VAUGHAN'S
LOCKSMITH · SECURITY SYSTEMS
KEYS MADE
VAUGHAN'S
LOCKSMITH · SECURITY SYSTEMS
KEYS MADE

KEY -

L1 - DH
L2 - PW
L5 - PW
L6 - PW

SEE LINCOLN WINDOW DETAIL



NOTES

- REPLACE EXISTING UNITS
- CLAD EXTERIOR ADJACENT WOODWORK / EXTERIOR
- REPAIR / REPLACE INTERIOR TO ORIGINAL DETAIL
- SUPPLY ALL INSULATION / SEALANTS
- L5 & L6 NOT TO BE REPLACED @ THIS TIME

WINDOW DETAIL @ 218 S. MAIN ST. / JOPLIN, MO

NO SCALE

Item 3:

Correspondence with the Applicant

Walters, Thomas

From: Walters, Thomas
Sent: Friday, November 09, 2018 11:02 AM
To: 'Williams,Collin'
Subject: RE: Facade Grant
Attachments: DRS_2005.pdf

Collin,

I am a little concerned that your plans for the building will not get approval with the State Historic Preservation Office. As mentioned on our initial conversation, there are design review guild lines for work on facades on properties within the Downtown Sunshine Lamp Historic District. I have attached the guidelines.

They can also be found on the Historic Preservation Commission page on the City website.

Are you working with an architect?

All the best,

From: Williams,Collin <Collin.Williams@Cerner.com>
Sent: Friday, November 09, 2018 10:07 AM
To: Walters, Thomas <TWalters@Joplinmo.org>
Subject: Facade Grant

Hi Tom,
Thanks for helping me work through this.
I have attached 3 items.

1. Mockup of what the building will look like after the work.
2. The bid for the windows. I am still waiting for a bid on the tuckpointing
3. The application

Please let me know what else you would like me to provide in order to move forward.

I work with state RFP's on a regular basis for my job. Most of them are close to 100 pages and very complex.
Do you think you could send me an example of other RFP's released for the façade grant so I can use it as a template.
Regards,

Collin Williams
Client Executive | collin.williams@cerner.com | Office: 816.201.5658 | Mobile: 816.716.2749
www.cerner.com
Cerner

For more information about our offerings for state and local government please click:
https://www.cerner.com/solutions/state-local-government

Walters, Thomas

From: Walters, Thomas
Sent: Friday, November 09, 2018 3:20 PM
To: 'Williams,Collin'
Subject: RE: Facade Grant

Collin,

While your concept for the building looks nice, it appears to be a modernization of an historic building within a historic district. The State Historic Preservation Office (SHPO) and the Joplin Design Review Board would have trouble giving a Certificate of Appropriateness. Any concealment of architectural feature should be avoided. Windows should be of same type and configuration to the original (not necessarily the current), and where possible storefronts restored to the period of significance. I suggest that you reconsider the configuration of the windows and not cover the stone beltcourse and brick cornice in the upper façade.

I will take to the design review board and SHPO any design you wish, these are just some suggestions. SHPO uses the secretary of the interiors standards for historic preservation to judge work with federal funds and approve environmental clearance. The Joplin design review standards (DRS) are actually much more detailed. Therefore, if you can meet the DRS you will likely clear SHPO.

The DRS are not to be overly restrictive, but a strong guide. There are many considerations both practical and aesthetic that certificates are issued that do not comply with the DRS. However, preserving and maintaining original architectural features are a high priority. Obscuring or covering part of the upper fascade might be problematic.

I will do further do diligence on you application and will continue to advise. So far everything looks pretty good.

All the best,

From: Williams,Collin <Collin.Williams@Cerner.com>
Sent: Friday, November 09, 2018 12:19 PM
To: Walters, Thomas <TWalters@Joplinmo.org>
Subject: RE: Facade Grant

And no we are not working with an Architect. Our plan was not to mess with the building much other than replace the old rotting windows and the tuckpointing to clean up the brick.
If I need to work with someone, I am more than willing to do that.

Collin Williams
Client Executive | collin.williams@cerner.com | Office: 816.201.5658 | Mobile: 816.716.2749
www.cerner.com
Cerner

For more information about our offerings for state and local government please click:
https://www.cerner.com/solutions/state-local-government

From: Walters, Thomas [mailto:TWalters@Joplinmo.Org]
Sent: Friday, November 9, 2018 11:02 AM

To: Williams,Collin <Collin.Williams@Cerner.com>
Subject: RE: Facade Grant

Collin,

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They can also be found on the Historic Preservation Commission page on the City website.

Are you working with an architect?

All the best,

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Sent: Friday, November 09, 2018 10:07 AM
To: Walters, Thomas <TWalters@Joplinmo.org>
Subject: Facade Grant

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Do you think you could send me an example of other RFP's released for the façade grant so I can use it as a template.
Regards,

Collin Williams
Client Executive | collin.williams@cerner.com | Office: 816.201.5658 | Mobile: 816.716.2749
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Walters, Thomas

From: Jill Sullivan <jhsullivan@postartlibrary.org>
Sent: Tuesday, March 05, 2019 12:49 PM
To: Walters, Thomas
Subject: Fwd: 218 Main
Attachments: 1987 Photo-218 Main.jpg; Survey-218 Main.pdf

This is the email I sent them in Oct. 2018. As I mentioned, we did not speak about anything specific, but they were seeking historic photos of the building.

---------- Forwarded message ---------
From: **Jill Sullivan** <jhsullivan@postartlibrary.org>
Date: Tue, Oct 2, 2018 at 1:42 PM
Subject: 218 Main
To: <frostedjoplin@gmail.com>

Hello Luke and Kristen,

I'd like to touch base with you about the research we've been doing regarding your building, 218 Main. Unfortunately, at this time, the only photograph we have is from 1987. It was taken during an historic survey that the building was included in. I've attached a PDF of the survey, including the photograph, as well as a JPG of the photograph.

One of the assistants in our Local History Department has been and is continuing more extensive research. It's unlikely that we will find a photograph, but we will try. What we will be able to provide you with is a list of the people who have owned or operated businesses in the building, which, according to our records, was built circa 1899.

Once we have a list of previous owners/occupants, you might try contacting them or their relatives to see if any have old photographs of the building. I've made this suggestion to other owners of historic buildings/residences and it is sometimes successful.

I'm pretty busy over the next couple of weeks, but would like to meet sometime to bring you our research and discuss what we've found. Also, I can answer any questions you might have about the survey form. Are either or both of you able to meet sometime the week of October 22nd? We could meet at the library or I could meet you at the building.

Have a good day!

Best,

Jill

--



Jill Halbach Sullivan

Executive Director
Post Art Library
(inside Joplin Public Library)
1901 East 20th Street
Joplin, MO 64804
417.623.7953 x1041

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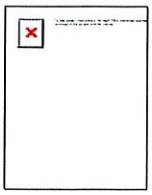

Jill Halbach Sullivan
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(inside Joplin Public Library)
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Joplin, MO 64804
417.623.7953 x1041

Item 4:

Proxy vote of the Design Review Board

Architect

Walters, Thomas

From: Jill Sullivan <jhsullivan@postartlibrary.org>
Sent: Tuesday, March 05, 2019 12:52 PM
To: Walters, Thomas
Subject: Fwd: 218 Main

Chad sent his email to all of us. So here's a copy.

---------- Forwarded message ---------
From: **Chad Greer** <chad@cornergreer.com>
Date: Tue, Feb 26, 2019 at 3:20 PM
Subject: 218 Main
To: <lori@downtownjoplin.com>, Jill Sullivan <jhsullivan@postartlibrary.org>, Nancy J Morton <bongo.joplin@gmail.com>

Lori:

Since I will be unable to attend tomorrow's meeting, I would like to offer you my proxy vote for this matter. I have reviewed the applicant's submission and can not vote in favor of allowing the proposed second story / transom windows to be installed. Based on the Design Review Standards, this window would be a significant variation to the existing windows and photographic evidence of past installations (from the period of significance).

This is not unlike the same requirements that we enforced for the window replacement at 719 S. Main and Rapha House storefront.

I offer no other proxy authority.

Thanks!
c.

Chad Greer, AIA
Principal Architect

Corner Greer & Associates, Inc.
Architecture Planning Design Interiors
o: 417.206.3134 | c: 417.483.1759
716 S. Main St. | Joplin, MO 64801
Facebook | Twitter | Pinterest

--



Jill Halbach Sullivan
Executive Director
Post Art Library
(inside Joplin Public Library)
1901 East 20th Street
Joplin, MO 64804
417.623.7953 x1041

Item 5:

Copy of September 28th, 2018 Pre-Development Meeting Spreadsheet.

(hand written notes provided by the property owner)

City of Joplin

Attendence for Pre-Development

City of Joplin
Public Works Dept.
City Hall, 4th Floor
417-624-0820 X 521
Joplin, MO 64801

Date: 9-29-18
Location of Project: 218 S. Main
Owner: Luke & Kristen Sheafer
Arch/Engineer: NA
Contact Number:

INITIALS	NAME	REPRESENTING	PHONE NUMBER	E-MAIL
lcma	Kathy Austin	City of Joplin, Commercial Plan Reviewer	417-624-0820 X523	kaustin@joplinmo.org
db	Dale Brooks/Chief Ferguson Adam Grimes	City of Joplin, Fire Marshal	417-317-1022 x307	dbrooks@joplinmo.org/jfurgers@joplinmo.org
	Ed Whitmore	Planning and Zoning	417-624-0824 x511	ewhitmor@joplinmo.org
	Tom Walters	Planning and Zoning	417-624-0820 X539	twalters@joplinmo.org
	Troy Bolander	City of Joplin, Planning & Zoning Director	417-624-0820 X510	tbolande@joplinmo.org
	Dan Johnson	City of Joplin, Storm water	417-624-0820 X538	djohnso1@joplinmo.org
	Chris Parker	City of Joplin, Sewer	417-624-0820 X584	cparker@joplinmo.org
	Steven Martinez	City of Joplin, Storm water	417-624-0820 x531	smartine@joplinmo.org
	Chad Weller	City of Joplin, Land Surveyor	417-624-0820 X581	cweller@joplinmo.org
sm	~~Ryan Talken~~ Suzan Morang	Joplin Health Dept.	417-624-0820 x285 286	~~rtalken@joplinmo.org~~ smorang@joplinmo.org
	Branden Louderback	City of Joplin-Traffic	417-624-0820 x598	blounderb@joplinmo.org
	Bryan Wicklund	City of Joplin-Building Official	417-624-0820 x519	bwicklun@joplinmo.org
KS	Kristen Sheafer		417-622-3706	frostedjoplin@gmail.com
LS	Luke Sheafer		417 438 5973	same

Old Caldones Bldg
Existing Hood, grease trap in basement
Pull a permit for the back deck - its falling apart

9/28 Meeting With City

Suzan Morony - Health walkthrough 417 623 4122

Tile - Smooth / non-absorbant
self sealing grout / or seal

Schedule walkthrough w/ Dale

Windows - Pull Permit

Back Deck - Pull permit

Pre Open Inspection - Oct 2 10am

AC / ~~Locks~~

* Suzan Morony - Nov 2 Afternoon Pre-Open Check
* Hood Vent Cleaner
* Fire Safety Place - Exits
Ansul
* Dale Brooks - 624-0920 ext 307
Local -

Tuck point / windows facade grant?

7588
9214
13309

Item 6:

Precedence of windows being required to be removed.

Community Development
602 S. Main Street
Joplin, Missouri 64801
(417)624-0820
Fax (417)624-4620

MEMORANDUM

January 7, 2013

To: Whom It May Concern

From: Jonathan D. Raiche
Planning/Comm. Dev. Specialist

Subject: 520 S. Main Façade Glass Replacement

The original glass installed for this project was found to be in non-compliance with the City of Joplin's Design Review Standards due to the type of tint that was found on the windows. The windows have been replaced with an acceptable glass as of January 7, 2013. For this reason, the final reimbursement to Hackett's has been released.



Item 7:

Application for Certificate of Appropriateness from 2009 for same address. Windows were found to be inappropriate and property owner changed application to conform. Windows deemed appropriate in 2019 and 2009 by the Historic Preservation Commission are consistent.

HISTORIC JOPLIN PRESERVATION COMMISSION

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

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

1. Date of Application: August 25, 2009

Address of Property: 218 S. Main

Joplin, MO 64801

Owner's Name: Donnie Bennet+

Owner's Address: 218 S. Main St

Joplin, 64801

Owner's Telephone: 417 629-4684

Owner's Signature: Donnie Bennett

(Applicant's information must only be completed and signed if other than Owner.)

Applicant's Name: Ron Jones

Applicant's Address: 111 W 3rd

Joplin, Mo.

Applicant's Telephone: 417 529 9211

Applicant's Signature: Ron Jones

DEADLINE: To be included on the next Historic Preservation Commission agenda, this must be submitted no later than the first Friday of the month of the regularly scheduled meeting (the fourth Tuesday of each month). **If your project is located in the Sunshine Lamp Historic District, your application must also be presented to and approved by the Design Review Board at their regularly scheduled meeting (the third Thursday of each month).** Please submit the completed form, along with required exhibits to: Community Development Office, 602 S. Main, Joplin, MO 64801.

2. Detailed Project Description (Scope, materials, and appearance changes including colors.)

Entrance:
Remove Brick Veneer on the right entryway area to the second story and place with vertical bead board painted in Sherwin Williams Tree Top Green

Doors:

STORE FRONT - ALUMINUM - BRONZE.

Display/Storefront Windows:

I.G. clear - glass. -

Transoms:

LEAVE AS. IS. - OR AS APPROVED BY ANGIE

Bulkhead:

PAINT - BRONZE -

Signage:

GOLD LETTERS W/ DARK GREEN BACKGROUND.

Lighting for Sign

GOOSE NECKS -

3. Checklist for project attachments:

- ☐ Drawings – elevations, sections, details, etc.
- ☐ Photographs – historic and existing (minimum of 3"x5" color).
- ☐ Material Samples – may be presented at the DRB and/or HPC meeting(s).

I understand that these materials may be held by the Commission for up to three (3) years following the Public Hearing for my project, after which they will be discarded.

While not required to submit all the above exhibits, I have submitted those that are necessary to adequately describe my project.

Signed: 

Meeting Date : August 20, 2009

INTRODUCTION

The rehabilitation of the building located at 218 S. Main will be constructed in two phases. The subject request is just for the storefront phase. Mr. Bennett was originally planning of utilizing the City façade grant program and began working with Susan Richards Johnson to develop a conceptual plan that would accurately preserve the historic integrity of the building and be approved by the State Historic Preservation Office. Unfortunately, Mr. Bennett is dealing with some time constraints with the opening of his restaurant and cannot wait on a SHPO approval clearance. Therefore, he is not utilizing the façade program.

PROPOSALS/ DRS FINDINGS

Mrs. Johnson's proposal was to restore the building's existing contemporary style storefront with a traditional storefront. The proposed storefront would represent the original appearance of the building and therefore would be accepted by SHPO. Mr. Bennet made some alterations Mrs. Richard Johnson's plan. The black print below represents the architect's suggestions, the red represents the applicants new proposal and the green states the DRS compliance. The proposed changes included:

Windows/Transom

1. Replace cracked glazing units with new glazing to match original ribbed glazing.
2. Scrape and paint wood transom windows with on e coat of primer and two coats of paint. Replace deteriorated wood sections as required, in kind.
   Applicant proposed to tint the windows over the transom and the display windows opposed to using the glazed windows: Does not comply – Tinted Glass is against the Design Review Standards

Doors

1. Prime and paint existing door to match new storefront.
   The north door is solid door: Does not comply – Solid Doors are not allowable on front facades

Signage

1. The architect show no signage in her conceptual drawing
   Decrease the size of the storefront bottom windows and doors to include a sign that will be 18' long and 12" inches high. Proposed lettering is san serif. Does Not comply – The overall sign area (60" as letters stretched exceeds the recommended lettering

Brick Veneers

1. Remove false brick veneer from recessed entrance. Install new vertical beadboard, paint to match storefront. Applicant proposed to follow the architects suggestion and paint the vertical beadboard Sherwin Williams Tree Top Green – Complies with DRS Standards

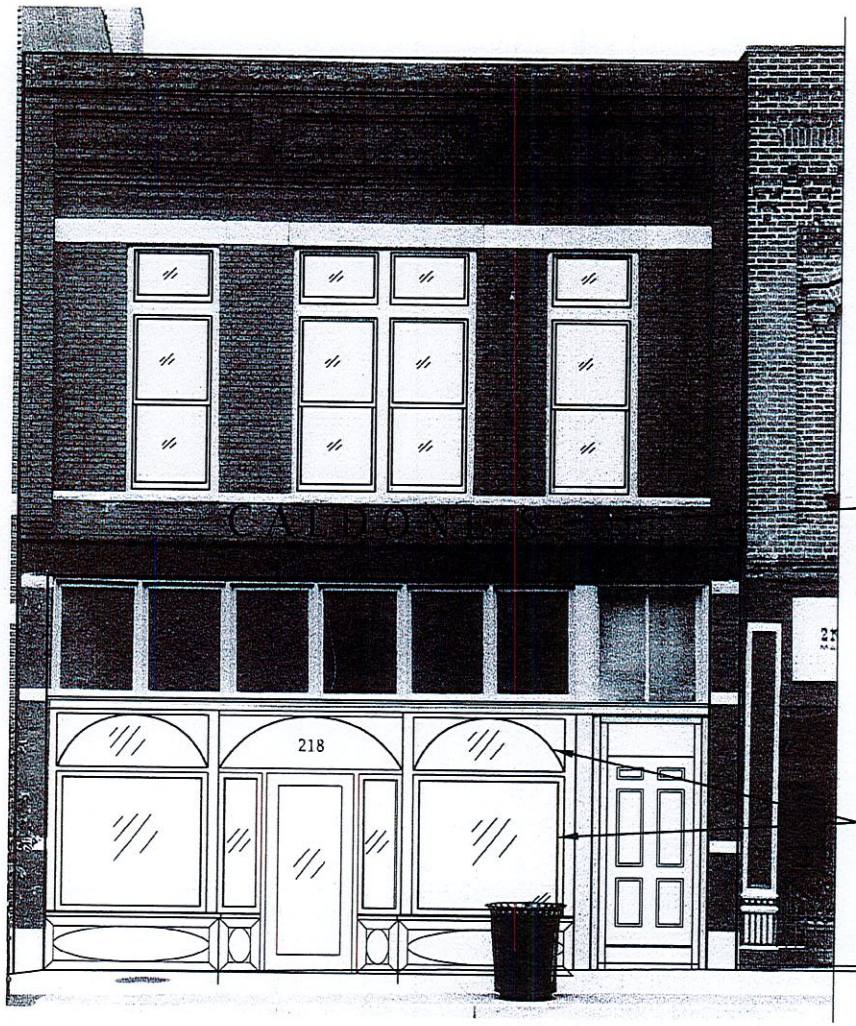
THE APPLICANT

Because of Mr. Bennet's time constraints, he decided to comply with the DRS Standards by adopting the conceptual plan as submitted by the architect. Susan Richard Johnson plan does comply with all the DRS standards.

RECOMMENDATION

Staff recommends the Historic Preservation Commission to approve the Certificate of Appropriateness for the conceptual plans submitted by Susan Richards Johnson for 218 S. Main

This is what the Architects Agreed ON.



1 EAST ELEVATION - PROPOSED SIGNAGE

SCALE: 1/4" = 1'-0"

SUSAN RICHARDS JOHNSON & ASSOCIATES, INC.
ARCHITECTURE
RENOVATION
PRESERVATION
816 Grand Boulevard Suite 1100
Kansas City, Missouri 64106
Phone: 816-474-0900
Facsimile: 816-474-0909

FACADE REHABILITATION
218 MAIN STREET
JOPLIN, MISSOURI

All drawings and written information appearing herein shall not be duplicated, disclosed or otherwise used without the written consent of the architect.

These Drawings are conceptual and are not intended to serve as Construction Documents

DATE: 09.01.09

DRAWING TITLE: SIGNAGE

SHEET NUMBER: SIGN

Item 8:

Current proposal to the property owner.

Walters, Thomas

From: Williams,Collin <Collin.Williams@Cerner.com>
Sent: Tuesday, March 26, 2019 11:37 AM
To: Walters, Thomas
Cc: frostedjoplin@gmail.com; Jill Sullivan
Subject: RE: Historic Preservation Commission

Thanks you Tom for the follow up.

Collin Williams
Client Executive | collin.williams@cerner.com | Office: 816.201.5658 | Mobile: 816.716.2749
www.cerner.com
Cerner

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From: Walters, Thomas [mailto:TWalters@Joplinmo.Org]
Sent: Tuesday, March 26, 2019 11:16 AM
To: Williams,Collin <Collin.Williams@Cerner.com>
Cc: frostedjoplin@gmail.com; Jill Sullivan <jhsullivan@postartlibrary.org>
Subject: RE: Historic Preservation Commission

Hello,

I just spoke to Luke. It appears that what is desired from ACL Holdings is to wait until after the Council Meeting on April 15 before deciding whether the windows will be potentially used in the rear façade.

Could I get confirmation that the proposal to put the windows in the rear façade is acceptable? I understand that you wish to wait for Council to see about placement in the front, I just want to confirm that we have a possible alternative.

All the best,

From: Walters, Thomas
Sent: Monday, March 25, 2019 10:43 AM
To: Williams,Collin <Collin.Williams@Cerner.com>
Cc: frostedjoplin@gmail.com; Jill Sullivan <jhsullivan@postartlibrary.org>
Subject: RE: Historic Preservation Commission

Collin,

The commission agrees. If you could send me a dated and signed memo reflecting changes to your previous application I will approve the certificate and send to building department so permits can be issued.

All the best,

From: Williams,Collin <Collin.Williams@Cerner.com>
Sent: Monday, March 25, 2019 10:40 AM
To: Walters, Thomas <TWalters@Joplinmo.Org>
Cc: frostedjoplin@gmail.com; Jill Sullivan <jhsullivan@postartlibrary.org>
Subject: RE: Historic Preservation Commission

No, but these are the ones in the worst shape. One of them is even broken and I thought if we could I would at least replace those windows in back with the windows we have already purchased we could get that work started if we could get a permit. Thanks for your consideration.

Collin Williams
Client Executive | collin.williams@cerner.com | Office: 816.201.5658 | Mobile: 816.716.2749
www.cerner.com
Cerner

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From: Walters, Thomas [mailto:TWalters@Joplinmo.Org]
Sent: Monday, March 25, 2019 9:34 AM
To: Williams,Collin <Collin.Williams@Cerner.com>
Cc: frostedjoplin@gmail.com; Jill Sullivan <jhsullivan@postartlibrary.org>
Subject: RE: Historic Preservation Commission

Collin,

I like this proposal. I will get input from the commission and see if there is any objection. We will be splitting hairs with previous precedents but since there is a building directly opposite the alley your rear façade is "not visible" and we have given leeway on rear facades in the past.

Are the condition of the rear windows good enough to be used in the front?

All the best,

From: Williams,Collin <Collin.Williams@Cerner.com>
Sent: Monday, March 25, 2019 9:14 AM
To: Walters, Thomas <TWalters@Joplinmo.Org>; frostedjoplin@gmail.com
Cc: Jill Sullivan <jhsullivan@postartlibrary.org>
Subject: RE: Historic Preservation Commission

Tom can we put the windows in on the side that does not face the main street?

Collin Williams
Client Executive | collin.williams@cerner.com | Office: 816.201.5658 | Mobile: 816.716.2749
www.cerner.com
Cerner

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https://www.cerner.com/solutions/state-local-government

From: Walters, Thomas [mailto:TWalters@Joplinmo.Org]
Sent: Tuesday, March 19, 2019 6:42 PM
To: frostedjoplin@gmail.com; Williams,Collin <Collin.Williams@Cerner.com>
Cc: Jill Sullivan <jhsullivan@postartlibrary.org>
Subject: Historic Preservation Commission

Hello,

Please find attached the letter of determination following the public hearing for the certificate of appropriateness.

All the best,

Thomas Walters
Planner
City of Joplin
602 S. Main St.
Joplin, MO
twalters@joplinmo.org
417-624-0820 Ext. 539

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JOPLIN CITY COUNCIL
INFORMAL MEETING NOTES
APRIL 1, 2019

Mayor Shaw called the April 1, 2019 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

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

Police Dept. Annual Review presented by Police Chief Matt Stewart:

2018 By the Numbers
Calls for Service 72,415
Reports Taken **10,312**
Traffic Stops Conducted **10,759**
Traffic Crashes **1,750 (11 fatal)**

Uniform Operations
The Uniform Operations Bureau is the largest bureau within the Joplin Police Department. When fully staffed the Patrol, Division consists of five patrol teams, providing 24-hour police service to the citizens, businesses, and visitors within the City of Joplin. Weekly shift coverage is made up of five shifts: Days, 2 Days/2 Evenings, Evenings, 1 Evening/3 Midnights, and Midnights.

K-9 Unit
The K-9 program was established to supplement police operations by locating and apprehending criminal offenders, illegal narcotics and explosives. Because of a superior sense of smell, hearing, and potential aggressiveness, the trained law enforcement canine is a valuable supplement to law enforcement manpower. Utilization of canines requires adherence to procedures that properly control their use of force potential and channel their specialized capabilities into legally acceptable crime prevention and control.

Traffic Division
Another extremely important segment of Uniform Operations is the Traffic Division. The authorized strength of the Traffic Unit is 10 members, including a sergeant, a corporal, two full time DWI officers, and two motorcycle officers, the officers of the traffic team are constantly working toward crash reduction and making the streets safer in Joplin. The unit uses a data driven approach to allocate its resources in an effort to pinpoint the areas that need the most enforcement. The Traffic supervisor and members of the Traffic Team continue to develop innovative ways to enforce the traffic laws such as zero tolerance traffic details, in addition to the use of speed display trailers to measure speed in the area and increased Hazardous Moving Violation and DWI enforcement details.

Crash Team
The Joplin Police Department Crash Team is made up of Certified Crash Reconstructionist' s who have advanced training in documenting a crash using GPS points, measurements, and forensic evidence. This process helps to give closure to grieving families who have lost a loved one, secure evidence for criminal prosecution if warranted, and provide a complete and accurate record of the crash. This is a very complex and difficult certification to obtain and the training lasts for several months.

SWAT Team

The Joplin Special Weapons and Tactics (SWAT) team has 27 members, who are highly trained and capable of handling high risk calls. The use of SWAT often brings a peaceful resolution to a very tense and dangerous situation. The Joplin SWAT team was activated 29 times in 2018. The team was activated 26 times to serve high risk search warrants. The team was also called out 3 times for people that were barricaded in a residence for a variety of reasons. The team assisted other agencies and served several warrants for the Ozarks Drug Enforcement Team. In 2018 Joplin SWAT hosted a Basic SWAT school and Basic Sniper school. This training is conducted by Joplin SWAT Officers. Both schools are a week long and were attended by officers from across our region.

Investigations Bureau

The Joplin Police Department Investigations Bureau is made up of a Captain, two Sergeants, three Corporals, and is authorized 20 Investigators, a civilian Investigative Assistant, and a civilian Evidence Technician. For the year 2018, the Investigations Bureau maintained an average of 13 full time Investigators. The Investigations Bureau is primarily responsible for the investigation of major felony crimes such as homicide, aggravated assault, sexual assault, burglary, robbery, forgery, and fraud. Investigators in this bureau also investigate child abuse and neglect hotline calls, vehicle thefts, thefts from vehicles, larcenies, domestic violence, and drug violations.

Joplin Police Detectives are members of the Tri-State Major Case Squad (TSMCS), with most carrying Jasper or Newton County Commissions. The TSMCS is comprised of numerous law enforcement investigators from agencies within Missouri, Oklahoma, and Kansas. With the unique demographics of the tri state area, the TSMCS, when activated allows Joplin/and or the surrounding agencies, access to a large number of highly skilled investigators who combine their efforts to solve major cases (typically homicides). For the year 2018, one investigator was assigned to the Ozark's Drug Enforcement Team. Additionally, two investigators are attached to the Southwest Missouri Cyber Crimes Task Force. Investigating complex major crimes requires the dedication, cooperation, and assistance of a variety of individuals and units. Investigators work closely with patrol officers to identify witnesses, preserve major crime scenes, gather critical information, and develop leads. They also work closely with officials from other agencies to solve crimes that cross jurisdictional lines. There were 9155 cases assigned to the Investigations Bureau during 2018. This amounted to 762 cases per month for the entire bureau and 58 cases per month per investigator. Over the year 2018, the Joplin Police Department Investigations Bureau worked 4 homicide investigations. The Bureau submitted 1047 felony probable cause statements, interviewed 493 suspects, and obtained 255 confessions. The Investigations Bureau responded to 181 child abuse hotline calls and were called in afterhours 432 times.

Evidence

2018 Evidence Facility Annual Report
Received items (JPD, Cyber Crimes, ODET) 8,078
Removed items (JPD, Cyber Crimes, ODET) 6,737

Federal Partners

The Joplin Police Department Investigations Bureau continues to work closely with its Federal partners in crime fighting, specifically addressing crimes that occur within the City limits of Joplin that have federal implications. Currently the Department has two detectives attached to the FBI Taskforce in Joplin, one detective commissioned through the U.S. Marshalls, one detective with the Department of Homeland Security (Customs) and one detective with an ATF commission. Due to the shortage of manpower, the officers assigned to task forces have had to work JPD cases as well as cases from their respective task force.

CYBER
The Joplin Police Department has 2 investigators assigned to the Southwest Missouri Cyber Crimes Task Force. During 2018 the local office of the task force was assigned 294 cases. The cases deal with possession of child pornography and child enticement (both state and federal cases) as well as cell phone examinations for other felony cases.

Support Services
The Joplin Police Department Support Services Bureau consist of Emergency Communications, the Jail Division, School Resource Officer Program, Crime Free Multi-Housing and Crime Free Business Programs. The Bureau has several special programs, including National Night Out, Rise Above, Citizens Police Academy, Crossing Guards, Police Explorers, and The Sentinel Program. When fully staffed, Support Services is comprised of one Captain, one Sergeant, a Corporal, and eight police officers, as well as the Jail and Communications staff.

Joplin City Jail
The Joplin City Jail has a total of 19 full and part-time employees to manage the 64-bed facility. The Joplin City Jail continues to operate the electronic monitoring program which allows inmates to serve their jail time while on house arrest. To participate in the program, the inmate must pay a daily monitoring fee. The jail uses GPS monitoring which allows for more participants and helps reduce the average daily population in the jail resulting in reduced cost for housing inmates. The jail also utilizes the Huber Work Release program, which allows inmates sentenced to serve jail days to make application to receive a furlough to go out and search for a job, as well as maintain employment while serving jail time.
The City of Joplin was awarded a Federal Grant to establish a Mental Health Court. The Mental Health Court program is 100% grant funded, and allows inmates suffering from mental illness to receive treatment free of charge. The program provides inmates the opportunity for treatment in lieu of incarceration, saving taxpayer funds by reducing inmate population. Currently the Joplin Mental Health Court has 21 participants and has screened over 400 inmates to determine whether they qualify for the program.

Emergency Communications
The Joplin Emergency Communications Center handles Police and Fire Services for the City of Joplin, and Police services for the City of Duquesne. In addition, they assist the Health Department (Animal Control) with call taking/dispatching services on nights and weekends, along with MSSU Campus Police on nights and weekends. When fully staffed the center employs 20 full-time tele-communicators: one manager, three supervisors and sixteen dispatchers. Over the course of 2018, the Joplin Emergency Communications Center answered, and entered, 97,782 calls for service. Of the total calls, 72,415 were for the Joplin Police Department and 8,898 were for the Joplin Fire Department. They also took 3,780 calls for Duquesne Police Department. The remaining were for Animal Control, EMS, and MSSU Police.

Professional Standards Bureau
The Professional Standards Bureau is comprised of 1 Captain, 1 Sergeant, 1 officer, 4 civilian clerks and 1 crime analyst. The Sergeant and Officer stay busy at the Joplin Public Safety Training Center hosting training for officers and holding in-house training for new recruits. In 2018 the Public Safety Training Facility hosted 35 classes and provided 612 hours of training to outside agencies. They also provided 5,176 hours of training to Joplin Police Officers. The crime analyst works side by side with the detective division gathering and disseminating information department wide for intelligence led policing efforts to combat crime. The four records clerks work together to answer phones, enter lobby calls, answer general questions, data entry, filing and fulfilling other requests for information.

In addition to the departments update, Chief Stewart provided the following project worksheet:

Raid vest upgrade/update	Replace old raid vests with new raid vests. Provides ability for detectives to carry more equipment and provides better protection. This is the second of three phases for replacement.	Investigations Bureau	Complete
Class "C" Uniform	Implement a Class "C" uniform for all personnel for call-in situations. This will decrease wear and tear on regular duty uniforms for when officers are called in for a search or similar activity.	Uniform Operations Bureau	Jul 2019
Bike racks	Place bike racks on a couple of our patrol vehicles.	Uniform Operations Bureau	Aug 2019
Upgrade Armory	Upgrade Armory	Support Services	Aug 2019
Range Tower	Range tower evaluation	Support Services	Sep 2019
Additional personnel	Add a Jail and Communications supervisor position	Support Services	2019-2020
Video Upgrade	Upgrade Jail video system	Jail	Feb 2019
Text to 911	Text capability to 911	Communications	May 2019
Training	Supervisor training	Communications	Oct 2019
CAD to CAD system	CAD to CAD with Newton County	Communications	mid 2019
Software update	Implement crash software Interface March 2019	Professional Standards	Mar 2019

After the presentation, Chief Stewart answered questions from the City Council.

The meeting adjourned at 5: 50 p.m.

Barbara Gollhofer, City Clerk

JOPLIN CITY COUNCIL
APRIL 1, 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 led by Cub Scout Pack 17 from St. Mary's Catholic Church: Corbin Cronenwett, Trae Veer, Christopher Hoagland, Paul Streeter, and Nolan Minor.

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

PRESENTATIONS
Mayor Gary Shaw presented a proclamation naming April 2019 as Fair Housing Month to Matt Moran, Director of Joplin Housing Authority. Mr. Moran thanked Mayor Shaw and introduced the winners of this year's poster contest, sponsored by Community Housing Resource Board of Joplin and the Boys & Girls Club of Joplin: Briley Spicer; Emma Spicer; Cameron Souder; and Lance Biggers. Mayor Shaw congratulated the students on their wonderful art work.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS
Ana Warner withdrew her request to address Council regarding street work.

PUBLIC HEARINGS
Public Hearing Procedures read by City Clerk Barbara Gollhofer

Public Hearing for Council Bill No. 2019-259

Mayor Shaw opened the Public Hearing.

Todd and Kristin MacDonald, 2119 E. Highlander Drive, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

Mr. Stinnett introduced Council Bill No. 2019-259 - an ordinance providing to vacate approximately 185 feet of a 20-foot wide utility easement located at 2119 East Highlander Drive. Motion by Mr. Stinnett, second by Mr. Monteleone to place Council Bill No. 2019-259 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2019-259**.

Public Hearing for Case 012-19

Mayor Shaw opened the Public Hearing.

No one appeared in favor of or opposition to this item.

The Public Hearing was closed.

Mr. Stanley introduced Case 012-19 – a request to declare surplus property, 1109 Broadway Street, Joplin MO. Motion by Mr. Stanley, second by Mr. Stinnett to approve Case 012-19. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. Case 012-19 was approved.

CONSENT AGENDA

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

Minutes of the March 11, 2019 Special City Council meeting
Notes from the March 18, 2019 Informal City Council Meeting
Minutes of the March 18, 2019 Council Meeting

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. **Ordinance No. 2019-053**

RESOLUTIONS

ORDINANCES – EMERGENCY

Mrs. Reid Adams introduced Council Bill No. 2019-002 - an ordinance authorizing the City of Joplin to enter into an Agreement with Daniel Pekarek for the purpose of employing him as Interim City Manager for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mrs. Reid Adams, second by Mr. Cortez that Council Bill No. 2019-002 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-054**

Mr. Stanley introduced Council Bill No. 2019-112 - an ordinance approving the City of Joplin to enter into a construction agreement with Branco Enterprises Inc, in the amount of Four Hundred Five Thousand Seven Hundred Twenty-Two and 00/100 dollars ($405,722.00) 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 Mr. Stinnett that Council Bill No. 2019-112 be approved on an emergency basis. Voting in favor were Council Members: Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 7. Nays: Brown, Colbert-Kean, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2019-055**

Mr. Lawson introduced Council Bill No. 2019-116 - an ordinance authorizing the acceptance of a MoDOT Grant Agreement for Design Services for the GA Entrance Road relocation at the Joplin Regional Airport; and, containing an emergency clause. Motion by Mr. Lawson, second by Mrs. Reid Adams that Council Bill No. 2019-116 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-056**

Mr. Cortez introduced Council Bill No. 2019-117 - an ordinance authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the amount of one hundred forty-four thousand three hundred seventy-nine and seventy-two cents ($144,379.72) for Engineering Design Services for the Relocation of the GA Entrance Road at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Stanley that Council Bill No. 2019-117 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-057**

Mr. Stinnett introduced Council Bill No. 2019-118 - an ordinance approving the City of Joplin to enter into an agreement with Branco Enterprises Inc., in the amount of Two Million One Hundred Thirty-Nine Thousand One Hundred Forty-Six and 00/100 Dollars ($2,139,146.00) for construction of the 7th and Illinois Area Stormwater Improvements (TSO606 and TSO607) funded through the Parks and Storm Water Sales Tax; 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. Stinnett, second by Mr. Lawson that Council Bill No. 2019-118 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-058**

Mr. Monteleone introduced Council Bill No. 2019-119 - an ordinance approving the City of Joplin to enter into an agreement with D&E Plumbing and Heating, Inc. in the amount of $1,067,416.40 for the construction of the Mohaska Trail project; and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No. 2019-119 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-059**

Mr. Brown introduced Council Bill No. 2019–358 - an ordinance approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 122 S. Park Ave. in the City of Joplin, Missouri, for Three Thousand One Hundred and 11/100 Dollars ($ 3,100.11); 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. 2019-358 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-060.**

Mr. Stanley introduced Council Bill No. 2019-507 - 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. Stanley, second by Mr. Monteleone that Council Bill No. 2019-507 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2019-061**

ORDINANCES – FIRST READING

Mr. Stinnett introduced Council Bill No.2019-260 - an ordinance establishing grades and accepting the Plat of Koinonia Subdivision located immediately west of the intersection of Duquesne Road and Birch Lane in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2019-260 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members Brown, Colbert-Kean, Monteleone, Reid Adams, Shaw, and Stinnett, 7. Nays: 0. Abstention: Lawson, Stanley, 2. The Council Bill was read as **Council Bill No. 2019-260.**

Mr. Stanley introduced Council Bill No. 2019-610 - an ordinance approving the application of Special Olympics Missouri for utilization of FY2019 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. Motion by Mr. Stanley, second by Mrs. Reid Adams that Council Bill No. 2019-610 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2019-610**

ORDINANCES – SECOND READING AND THIRD READING

NEW BUSINESS

Boards/Commissions Appointments & Reappointments:

The following reappointments were approved:

Airport Board: Kelli Starkweather

Building Board of Appeals: Rylee Hartwell

Capital Improvement: Richard Schlottke

City Tree Board: Samuel Wimsett

Joplin Sports Authority: Shawn Klosterman
Parks & Recreation Board: Josh DeTar
Erin Slifka replaced Toby Teeter as Chamber Rep for Convention & Visitors Advisory Board
The following new appointments were approved:
City Tree Board: Nathan Dagley
P & Z: Kent Eastman
Solid Waste Commission: Ashlynn Hodges
Solid Waste Commission: Craig Kreman

News from Public Information Officer, Lynn Onstot

Starting April 20, the Recycling Center is once again offering FREE Wood Chips. Citizens should bring their truck, trailer and/or containers and City Staff will load these chips for you! Offered at 1702 North Schifferdecker Avenue, this event coincides with the tree limb drop off opportunity from 8 – 2 p.m. on every third Saturday through October.

Another event that draws public interest is the Annual Tire Drop Off set for Friday, May 3 and Saturday, May 4. Hosted by the Recycling Center and Liberty Utilities, automotive passenger tires will be accepted at no charge from Joplin residents, Joplin residential landlords, and Liberty Utilities residential electric customers from 9 am to 3 pm on these days at the Center. Up to ten tires per household will be accepted. Commercial, large truck, tractor, or racecar tires will not be accepted.

Smart Cities is an initiative the City of Joplin is exploring, and we'd like to discuss this with our citizens! We have three Smart Cities Open House sessions at the end of this month, and we invite all ages to please attend one that fits their schedule.

What is a Smart City? A Smart City collects, manages and analyzes data to deliver new and improved services to its residents, which can then provide greater opportunities for local job growth. Expanded Wi-Fi is just one example how a Smart City can benefit a community, its residents and businesses.

Meetings are scheduled for 10:30 a.m. to 12:30 on Saturday April 27 at the Public Library; 4:30 to 6:30 p.m. on Tuesday, April 30 at Bookhouse Cinema, and again 4:30 to 6:30 p.m. on Thursday, May 2 at Irving Elementary School. For those who can't attend, we encourage them to join the Live Stream event during these times. Citizens can check out our Facebook or our website at joplinmo.org.

Additional Request to Address Council:

Timothy Intessimone requested to address Council regarding Scott Wheeler and Metro Towing. Mr. Intessimione and Scott Wheeler did not appear.

Ryan Jackson, Joplin, requested to address the Council regarding the incompetence and disregard of safety of Public Works contractors working in city neighborhoods.

Margey Upson requested to address the Council regarding welcoming the new council member.

Comments from City Council:
Mrs. Colbert-Kean stated she would like to acknowledge the Public Works and Parks Department for getting a preliminary Route 66 street decal painted Broadway Street, which is part of the original Route 66. Another decal will be painted on Broadway in the near future. Mrs. Colbert-Kean encouraged everyone to drive down Broadway to check out the decals.

Mr. Stanley stated the Joplin Youth Council committee is meeting Monday, April 8, 2019 to review applicants and select members for the Joplin Youth Council, and invited Joplin City Council members to attend if they're interested.

Mayor Shaw reminded everyone about the Titanic Exhibit at the Joplin Museum.

Mayor Shaw extended his congratulations and appreciation to Steve Kent, who retired April 1, 2019 after twenty-four years of service with City of Joplin's IT Dept.

Mayor Shaw commented on the JROTC event he attended at Joplin High School on Saturday, March 30, 2019 to celebrate the 100th anniversary of JROTC. He stated it was a great event and he was honored to have been invited and sit with many VIP's, including the Sergeant Major of the US Army.

There being no further business, the meeting was adjourned at 7:43 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-259-Utility Vacation

MEETING DATE:
April 1, 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, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 011-19: Easement Vacation – A request to vacate a portion of a utility easement that runs across property located at 2119 East Highlander Drive – Todd MacDonald.

BACKGROUND:
There is a 20 foot by 185-foot utility easement that runs through the center of two lots on Highlander Drive. The applicant owns both lots that the easement crosses. The applicant wishes to Vacate the utility easement across his property and reroute the sewer line so that a future pool may be located where the sewer line currently sits. The reroute will not affect any other property owners

PLANNING & ZONING COMMISSION TESTIMONY:
Todd MacDonald, 2119 Highlander Dr., Joplin, MO. The purpose for this request is to discuss the re-routing and vacation of a sewer easement that is running through the back end of the yard. We would like to put a private swimming pool in the back yard. The current location of the pipe renders our back yard useless for this type of project.

Mr. Ramsour asked there were any questions from the Commission? Mr. Ramsour stated that he drove by there and there is currently no electrical service of any type running through that portion of the property.

Mr. MacDonald stated there are no utilities running through the back yard, other than the sewer line.

Mr. Ramsour asked if there were any other questions from the Commissioners? There was not. He also 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.

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 011-19.

ATTACHMENTS
CB 2019- 259, Staff Planning Report, P&Z Commission Minutes

CB 2019-259

Case 011-19: Easement Vacation – A request to vacate a portion of a utility easement that runs across property located at 2119 East Highlander Drive – Todd MacDonald

Todd MacDonald, 2119 Highlander Dr., Joplin, MO. The purpose for this request is to discuss the re-routing and vacation of a sewer easement that is running through the back end of the yard. We would like to put a private swimming pool in the back yard. The current location of the pipe renders our back yard useless for this type of project.

Mr. Ramsour asked there were any questions from the Commission? Mr. Ramsour stated that he drove by there and there is currently no electrical service of any type running through that portion of the property.

Mr. MacDonald stated there are no utilities running through the back yard, other than the sewer line.

Mr. Ramsour asked if there were any other questions from the Commissioners? There was not. He also asked if there was anyone else to speak in favor of this case? There was not. There was no one to speak in opposition of this case.

MRS. BRUECKNER-SEARS MOVED, SECONDED BY MR. DERMOTT TO APPROVE CASE 011-19, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MRS. BRUECKNER-SEARS, MRS. STEELE, MR. DERMOTT AND MR. MCCULLOUGH VOTING "AYE". (5 IN FAVOR, 0 NAYS, 2 ABSENT).

Z&P Meeting: March 11, 2019
City Council Meeting: April 1, 2019

STAFF PLANNING REPORT
Vacation

CASE 011-19 A request for the vacation of approximately 185 feet of a 20-foot-wide utility easement.

APPLICANT Todd MacDonald

REPRESENTATIVE Allgeier, Martin and Associates, Inc.

LOCATION A utility easement running east/west located at 2119 East Highlander Drive

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EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	20' x 185'

REASON FOR VACATION

For the construction of a private pool on the applicant's property.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

Yes. The sewer line will be rerouted.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

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

DISCUSSION

The purpose for this Vacation request is to install a pool in the applicant's backyard. There is a 20 foot by 185 foot utility easement that runs through the center of two lots on Highlander Drive. The applicant owns both lots that the easement crosses. The applicant wishes to Vacate the utility easement across his property and reroute the sewer line so that a future pool may be located where the sewer line currently sits. The reroute will not affect any other property owners. Staff from the Public Works Department has reviewed the proposed sewer reroute and has found no issues.

Staff recommends approval of Case 011-19.

ENCLOSURES

- Application

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 011-19
Filing Fee: $500.00
Date Advertised: 2-24-19
Date Notices Sent 2-25-19
Public Hearing Date: 3-11-19

I. Applicant Name: Todd MacDonald Phone: 417-988-5969

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

Address: 2119 East Highlander Drive Zip: 64804

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility vacation X

Other (Please specify)_____

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

All that part of the existing utility easement along the sewer line to be abandoned across Lots 23 and 24 of HIDDEN HILLS SUBDIVISION PLAT #1, a subdivision in the City of Joplin, Newton County, Missouri according to the recorded plat thereof.

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

1. Private rights will not be injured or endangered by the vacation. _____

The vacation of the easement in no way adversely affects private rights of property owners as the portion of the easement to be vacated is solely on the applicant's property and the vacation is for the applicant's benefit.

2. The vacation will not cause the public to suffer a loss or inconvenience. _____

The portion of the easement to be vacated does not border any property owned by neighboring property owners, only property of the applicant. The vacation of easement will cause no loss or inconvenience to the public.

3. In justice to the applicant(s) the vacation should be granted. _____

The vacation of the easement will allow for the applicant to install a swimming pool on their property. Without the vacation of the easement, the applicant will not be able to construct the swimming pool.

V. Required Attachments:

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

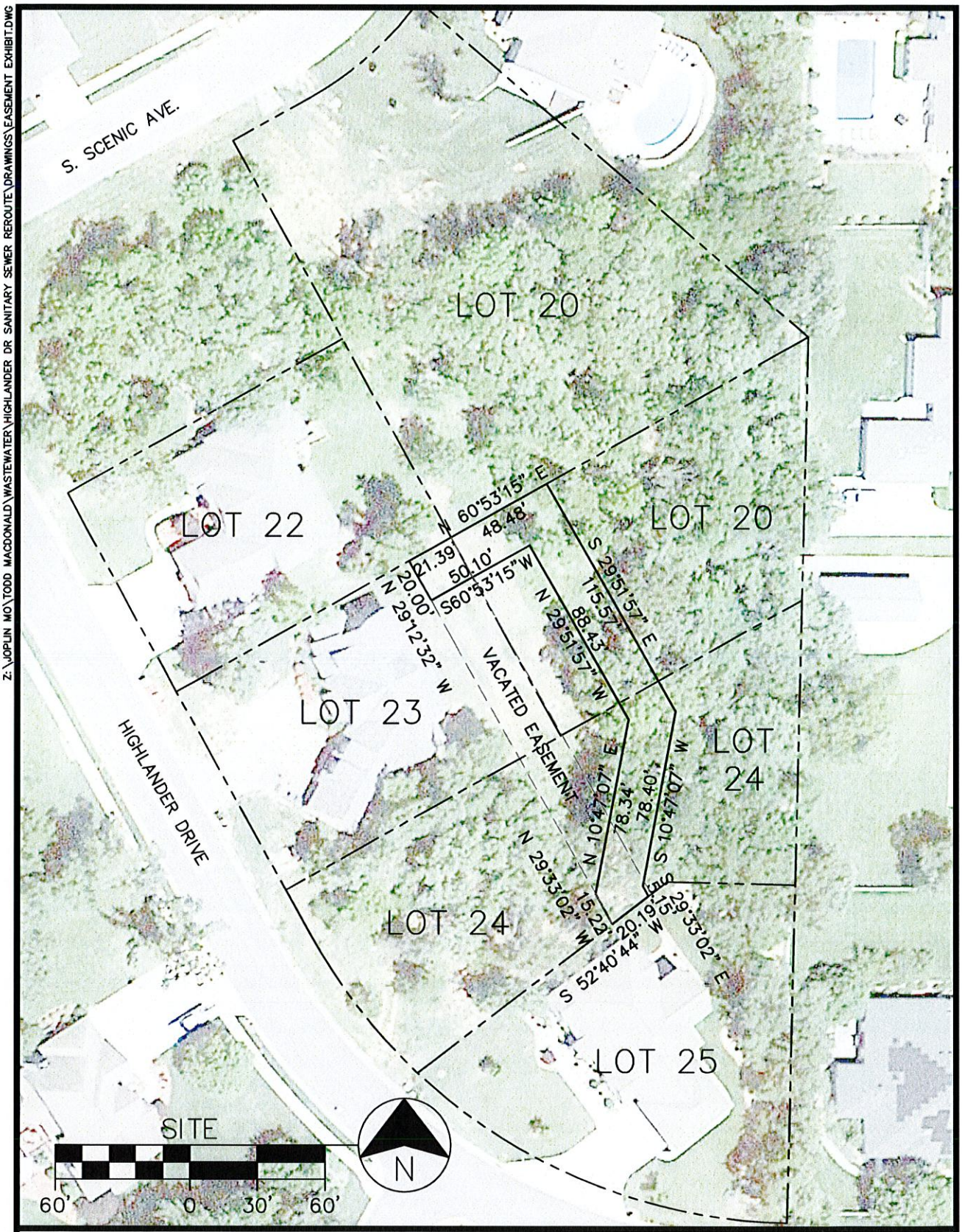
No affidavits are required as the area to be vacated does not border neighboring property owners. All land adjoining area to be vacated is owned by the applicant.

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

See construction Drawings.

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

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

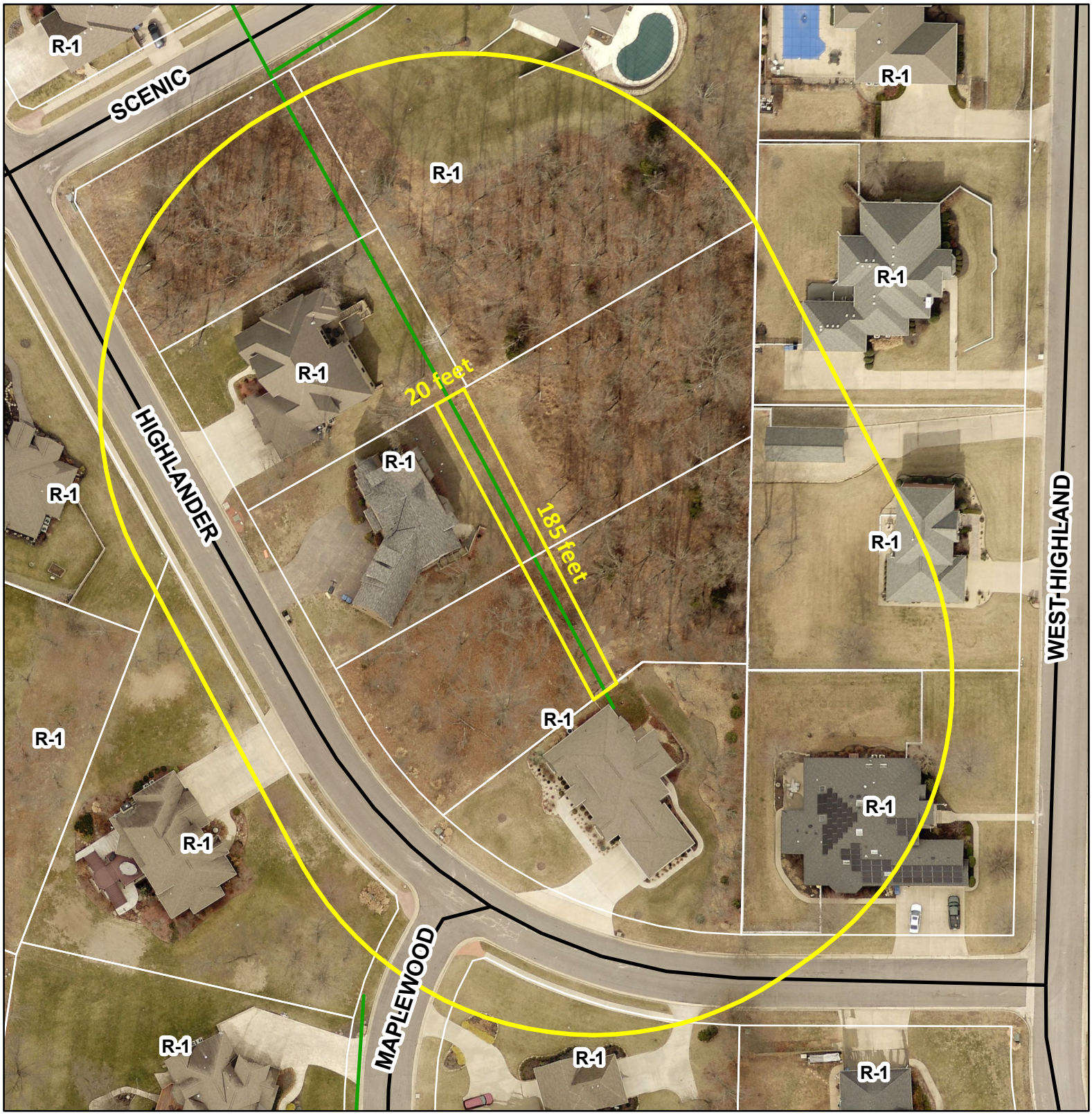


Z:\JOPLIN MO\TODD MACDONALD\WASTEWATER\HIGHLANDER DR SANITARY SEWER REROUTE\DRAWINGS\EASEMENT EXHIBIT.DWG

HIGHLANDER SEWER REROUTE - NEW EASEMENT
JOPLIN, MISSOURI

DEC. 28, 2018

ALLGEIER, MARTIN and ASSOCIATES, INC
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200



0 62.5 125 250 375 500 Feet

Case 011-19: A utility easement that runs southeast/northwest across property located at 2119 East Highlander Drive -- A request to vacate a portion of a utility easement -- Todd MacDonald

N

P & Z Case 011-19
Todd MacDonald
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-259 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 185 feet of a 20-foot wide utility easement located at 2119 East Highlander Drive.

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

Section 1. That part of approximately 185 feet of 20 feet wide utility easement running north/south located 2119 East Highlander Drive, described as:

All that part of the existing utility easement along the sewer line to be abandoned across Lots 23 and 24 of HIDDEN HILLS SUBDIVISION PLAT #1, a subdivision in the City of Joplin, Newton County, Missouri according to the recorded plat thereof.

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

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-260 – Final Plat Review, Koinonia Subdivision.

MEETING DATE:
April 1, 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, Interim City Manager- Daniel Pekarek.

SUMMARY REQUEST:
Case 014-19: Final Plat Review – A request to review the Final Plat of Koinonia Subdivision located immediately west of the intersection of Duquesne Road and Birch Lane – Koinonia Christian Campus Ministry.

BACKGROUND:

PLANNING & ZONING COMMISSION TESTIMONY:
David Weaver, 1435 Van Winkle, Joplin, MO 64801. We are a campus ministry to Missouri Southern and came into existence in 1967. We purchased about three and a half acres from College View Baptist Church to the south. We are looking to develop housing units for our students. These will be nice residential homes that will fit in with the surrounding neighborhood. In order to do our next two houses on lots 5 and 6, we wanted to come before this commission and present this plat. Preliminary Plat was approved by the Planning & Zoning Commission on March 11, 2019.

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 014-19.

ATTACHMENTS:
CB 2019-260, Planning Report, Commission Minutes

Z&P Meeting: March 11, 2019
City Council Meeting: April 1, 2019

STAFF PLANNING REPORT
Final Plat

CASE 014-19 Final Plat Review

NAME OF SUBDIVISION Koinonia Subdivision

LOCATION: Immediately west of the intersection of North Duquesne Road and Birch Lane

APPLICANT: Koinonia Christian Campus Ministry

PRESENT ZONING: R-1, Single Family-Residential District

PRESENT LAND USE: Vacant

SITE CONTEXT:

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

SUBDIVISION:

Number of lots
8

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Duquesne Road	Arterial	70’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?
No.

UTILITIES A new sewer extension will be added to service any new development.

FLOOD PLAIN N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION

The final plat approval is for the Koinonia Subdivision. This subdivision will be eight lots zoned Single-Family Residential (R1) located immediately west of the intersection of North Duquesne Road and Birch Lane. Adjacent to the west is Mina Avenue and to the north is 23rd street. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Koinonia is a non-denominational campus ministry which strives to connect Missouri Southern students with ways to serve others. The new homes within the proposed subdivision will be owned by the Ministry and rented mostly to MSSU students involved with Koinonia at a reasonable monthly rate; there could also potentially be families living in these homes. In addition to the housing of the subdivision, future plans will include constructing a worship center on the large lot labeled Student Ministry Commons Area.

Staff recommends approval of Case 014-19.

ENCLOSURES:

Final Plat

CITY OF JOPLIN, MISSOURI

RECEIVED 2-12-19

FINAL PLAT CHECKLIST

Subdivision No.: 014-19
Date Filed: 2-12-19
Date of Meeting: 3-11-19
Fee: _____

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: KOINONIA SUBDIVISION

II. Name of Owner: KOINONIA CHRISTIAN CAMPUS MINISTRY

III. Name of Subdivider: KOINONIA CHRISTIAN CAMPUS MINISTRY

IV. Name of Person who prepared the Plat: MONNIE D. SEARS, P.L.S.

V. Date of Hearing: _____

VI. Location of Property by Streets: North Duquesne Road and Birch Lane

VII. Present Zoning of Property R1-Residential Single Family

VIII. Present Uses of Property _____

IX. No. of Acres in Total Tract 3.48 +/- Acres No. of Lots 8

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☑	☐
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	☑	☐

C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ☑ ☐

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ☑ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☑ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. ☐ ☒

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ☑ ☐

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ☐ N/A ☐

I. Building setback lines on the front and side streets with dimensions. ☑ ☐

J. Name and address of the registered land surveyor preparing the plat. ☑ ☐

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ☑ ☐

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☑ ☐

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? ☐ ☐ ?

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☐ ☒

B. Dedications or reservations. ☐ ☒

C. Surveyor preparing plat. ☒ ☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☐ ☒

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☐ ☐

B. If so, has a copy been submitted? ☐ ☐

XIV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

XV. Are additional comments attached? ☐ ☐

Dan Weaver 2-12-19

Koinonia Christian Campus Ministry
4311 E Newman Rd.
Joplin, MO 64801



Case 014-19: A parcel of land located immediately west of the intersection of Duquesne Road and Birch Lane -- A request to review the final plat of the Koinonia Subdivision -- Kainonia Christian Campus Ministry

Z&P Meeting: March 11, 2019
City Council Meeting: April 1, 2019

STAFF PLANNING REPORT
Final Plat

CASE 014-19 Final Plat Review

NAME OF SUBDIVISION Koinonia Subdivision

LOCATION: Immediately west of the intersection of North Duquesne Road and Birch Lane

APPLICANT: Koinonia Christian Campus Ministry

PRESENT ZONING: R-1, Single Family-Residential District

PRESENT LAND USE: Vacant

SITE CONTEXT:

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

SUBDIVISION:

Number of lots
8

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Duquesne Road	Arterial	70’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?
No.

UTILITIES A new sewer extension will be added to service any new development.

FLOOD PLAIN N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION

The final plat approval is for the Koinonia Subdivision. This subdivision will be eight lots zoned Single-Family Residential (R1) located immediately west of the intersection of North Duquesne Road and Birch Lane. Adjacent to the west is Mina Avenue and to the north is 23rd street. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Koinonia is a non-denominational campus ministry which strives to connect Missouri Southern students with ways to serve others. The new homes within the proposed subdivision will be owned by the Ministry and rented mostly to MSSU students involved with Koinonia at a reasonable monthly rate; there could also potentially be families living in these homes. In addition to the housing of the subdivision, future plans will include constructing a worship center on the large lot labeled Student Ministry Commons Area.

Staff recommends approval of Case 014-19.

ENCLOSURES:

Final Plat

CITY OF JOPLIN, MISSOURI

RECEIVED 2-12-19

FINAL PLAT CHECKLIST

Subdivision No.: 014-19
Date Filed: 2-12-19
Date of Meeting: 3-11-19
Fee: _____

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: KOINONIA SUBDIVISION

II. Name of Owner: KOINONIA CHRISTIAN CAMPUS MINISTRY

III. Name of Subdivider: KOINONIA CHRISTIAN CAMPUS MINISTRY

IV. Name of Person who prepared the Plat: MONNIE D. SEARS, P.L.S.

V. Date of Hearing: _____

VI. Location of Property by Streets: North Duquesne Road and Birch Lane

VII. Present Zoning of Property R1-Residential Single Family

VIII. Present Uses of Property _____

IX. No. of Acres in Total Tract 3.48 +/- Acres No. of Lots 8

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☑	☐
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	☑	☐

C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ☑ ☐

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ☑ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☑ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. ☐ ☒

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ☑ ☐

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ☐ N/A ☐

I. Building setback lines on the front and side streets with dimensions. ☑ ☐

J. Name and address of the registered land surveyor preparing the plat. ☑ ☐

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ☑ ☐

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☑ ☐

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? ☐ ☐ ?

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☐ ☒

B. Dedications or reservations. ☐ ☒

C. Surveyor preparing plat. ☒ ☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☐ ☒

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☐ ☐

B. If so, has a copy been submitted? ☐ ☐

XIV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

XV. Are additional comments attached? ☐ ☐

Dan Weaver 2-12-19

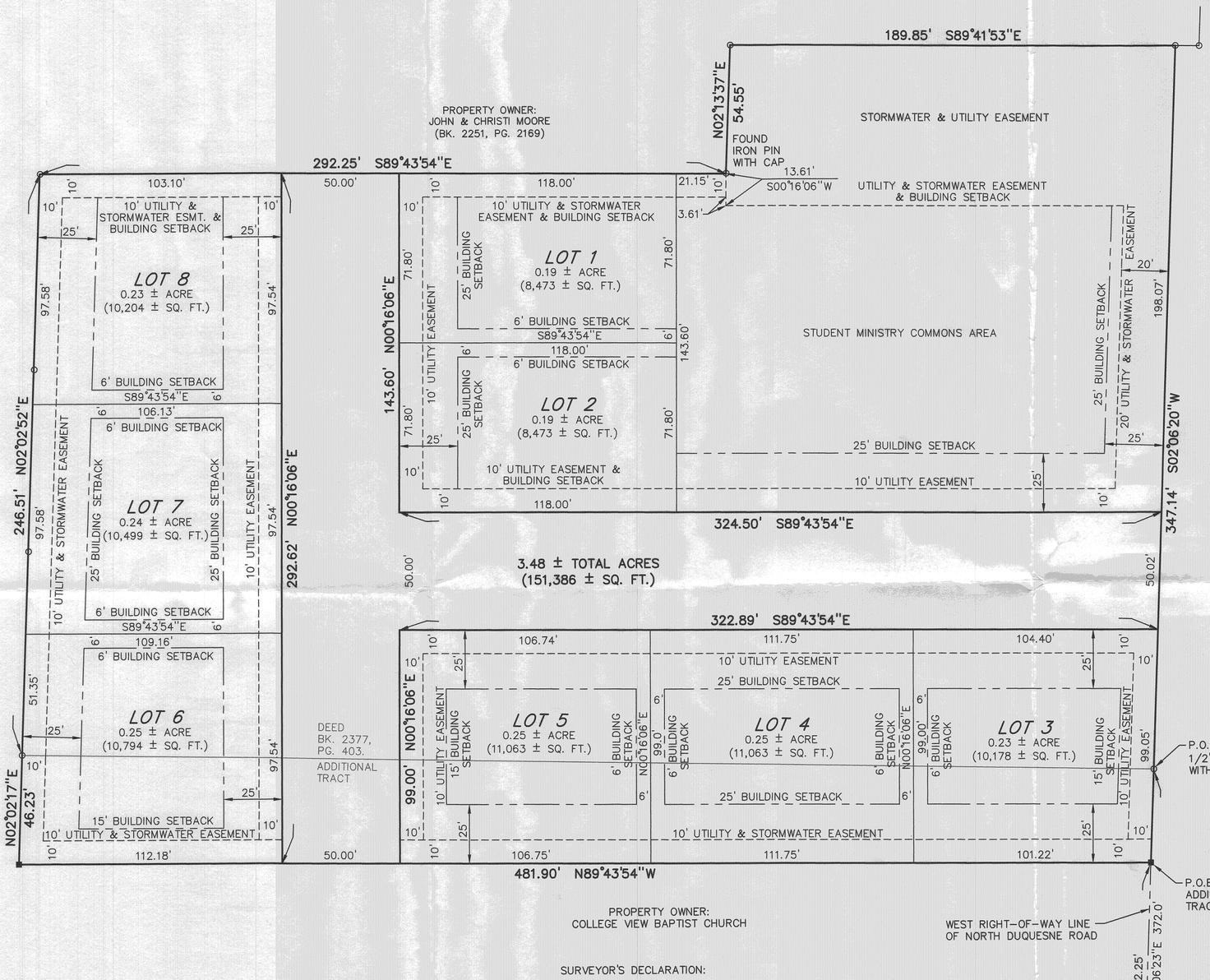
Koinonia Christian Campus Ministry
4311 E Newman Rd.
Joplin, MO 64801



Case 014-19: A parcel of land located immediately west of the intersection of Duquesne Road and Birch Lane -- A request to review the final plat of the Koinonia Subdivision -- Kainonia Christian Campus Ministry

FINAL PLAT
KOINONIA SUBDIVISION

A SUBDIVISION IN SECTION 31, TOWNSHIP 28 NORTH, RANGE 32 WEST IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI



PROPERTY OWNER:
COLLEGE VIEW BAPTIST CHURCH

NOTE:

IRON PIN WITH CAP TO BE SET ON ALL LOT CORNERS WITHIN 12 MONTHS AFTER THIS PLAT IS RECORDED.

FLOOD ZONE DESIGNATION:

THE PROPERTY PLATTED HEREON IS WITHIN FLOOD ZONE "X", AREAS OF MINIMAL FLOODING, ACCORDING TO THE FEDERAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 29097 C0277 E, EFFECTIVE NOVEMBER 2, 2012.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.

SURVEYOR'S DECLARATION:

ON THE 12TH DAY OF FEBRUARY, 2019 THE HEREON PLATTED AND DESCRIBED SURVEY WAS MADE UNDER MY SUPERVISION IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

ALLGEIER, MARTIN & ASSOCIATES
BY MONNIE SEARS (AGENT)

STATE OF MISSOURI
Monnie Sears
NUMBER LS-2422
REGISTERED LAND SURVEYOR

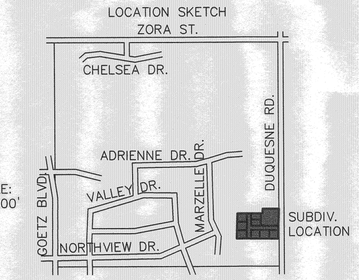
SIGNATURE IN BLUE INK
SEAL IN RED INK

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

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

MONNIE SEARS LS 2422
ALLGEIER, MARTIN AND ASSOCIATES
7231 EAST 24TH STREET
JOPLIN, MO 64804
PH: 417–680–7200

LOCATION SKETCH



SCALE: 1"=1000'

NE 1/4, SEC. 31, T28N, R32W
JASPER COUNTY, MISSOURI

LEGEND

- LOT LINE
- EASEMENT
- SECTION LINE
- SUBDIVISION BOUNDARY
- FOUND IRON PIN
- SET PERMANENT MONUMENT

SCALE: 1"=30'
30 15 0

BASIS OF BEARINGS: MISSOURI COORDINATE SYSTEM, WEST ZON

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT _____, OWNERS OF KOINONIA SUBDIVISION, IN JOPLIN, JASPER COUNTY, MISSOURI, DO HEREBY PUBLISH, DECLARE, AND ACKNOWLEDGE THE ANNEXED PLAT THEREOF WITH THE LOTS, STREETS AND EASEMENTS AS SHOWN HEREON, AND DO HEREBY DEDICATE ALL STREETS AND EASEMENTS, AS SHOWN, TO THE PUBLIC FOREVER.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS ____ DAY OF _____, 20_____.

_____
NAME:

PLANNING AND ZONING APPROVAL:

APPROVAL OF THE PLANNING AND ZONING COMMISSION ON THIS _____ DAY OF _____, 20 _____.

_____
CHAIRMAN, PLANNING AND ZONING COMMISSION

CITY APPROVAL:

I, _____, CITY CLERK OF JOPLIN, JASPER COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE ATTACHED PLAT OF KOINONIA SUBDIVISION IN JOPLIN, WAS FILED WITH SAID CITY FOR APPROVAL ON THE _ DAY OF _____, 20 _____ AND THAT THE SAME WAS APPROVED BY THE MAYOR AND COUNCILMEN OF THE CITY OF JOPLIN BY ORDINANCE #_____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20 _____.

_____ _____
CITY CLERK MAYOR

_____
CITY ENGINEER

RECORDER OF DEEDS:

I, CHARLOTTE PICKERING, RECORDER OF DEEDS OF SAID COUNTY, DO HEREBY CERTIFY THAT THE ATTACHED PLAT OF KOINONIA SUBDIVISION WAS, ON THE ____ DAY OF _____, 20 _____ AT _____ O'CLOCK AND ____ MINUTES ____M., DULY FILED FOR RECORD IN THIS OFFICE, AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN SURVEY RECORD BOOK _____ AT PAGE _____.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT CARTHAGE, MO., ON THE DAY AND YEAR AFORESAID.

CHARLOTTE PICKERING, RECORDER

BY _____ DEPUTY

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

ON THIS _____ DAY OF _____, 20 _____ ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STA PERSONALLY APPEARED _____ KNOWN, AND WHO EXECUTED THE FOREGOING INSTRUMENT, ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR AND DEED.

IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED M SEAL IN _____, SAID COUNTY AND STATE, AND YEAR FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

PROPERTY DESCRIPTION:
(DEED BK. 2377, PG. 403)

ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QU NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, 87 DEGREES 57 MINUTES 42 SECONDS WEST ALONG THE SO SAID QUARTER–QUARTER A DISTANCE OF 40 FEET TO A DR FOUND ON THE WEST RIGHT–OF–WAY LINE OF NORTH DUQU THE NORTHEAST CORNER OF LOT 7 IN COLLEGE SKYLINE AD NO. 1), THENCE NORTH 2 DEGREES 06 MINUTES 23 SECON SAID WEST RIGHT–OF–WAY LINE OF NORTH DUQUESNE ROA OF 372 FEET TO AN IRON PIN SET AT THE POINT OF BEGIN LEAVING SAID RIGHT–OF–WAY LINE ON A BEARING OF NORT 57 MINUTES 42 SECONDS WEST PARALLEL WITH THE SOUTH QUARTER–QUARTER A DISTANCE OF 481.79 FEET TO AN IR THE EAST LINE OF COLLEGE SKYLINE ADDITION PLAT 15, TH DEGREES 02 MINUTES 52 SECONDS EAST ALONG ADDITION FEET TO AN IRON PIN FOUND ON THE SOUTH LINE OF A TR DESCRIBED IN BOOK 2251 AT PAGE 2169 IN THE JASPER C RECORDER OF DEED'S OFFICE, A.K.A. "THE MOORE PROPERT SOUTH 89 DEGREES 43 MINUTES 54 SECONDS EAST ALONG OF SAID DESCRIBED TRACT 192.25 FEET TO AN IRON PIN F "SOUTH JOG CORNER" OF THE TRACT OF LAND DESCRIBED AT PAGE 2169, THENCE CONTINUING ALONG AN EXTENSION A BEARING OF SOUTH 89 DEGREES 43 MINUTES 54 SECOND FEET TO AN IRON PIN SET, THENCE NORTH 2 DEGREES 13 SECONDS EAST PARALLEL WITH THE "NORTH–SOUTH JOG LI SOUTHERN BOUNDARY OF SAID DESCRIBED TRACT IN BOOK 2169 A DISTANCE OF 54.55 FEET TO AN IRON PIN SET ON BOUNDARY THEREOF, THENCE SOUTH 89 DEGREES 41 MINU EAST ALONG SAID BOUNDARY 189.85 FEET TO A MAG NAIL CONCRETE BASE OF A FENCE POST ON THE WEST RIGHT–O NORTH DUQUESNE ROAD BEING 40 FEET WEST OF THE EAS SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENC DEGREES 06 MINUTES 20 SECONDS WEST ALONG SAID RIGH 307.39 FEET TO THE POINT OF BEGINNING.

KOINONIA ADDITIONAL TRACT:

A TRACT OF LAND IN THE SE–1/4 OF THE NE–1/4 OF SE TOWNSHIP 28 NORTH, RANGE 32 WEST OF THE 5TH PRINCI AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION THENCE N 88°57'42"W ALONG THE QUARTER SECTION LINE, TO A POINT ON THE WEST RIGHT–OF–WAY LINE OF DUQUE THENCE N 02°06'20"E ALONG SAID RIGHT–OF–WAY, 332.25 THE POINT OF BEGINNING;
THENCE N 02°06'20"E ALONG SAID RIGHT–OF–WAY, 39.75 SOUTHEAST CORNER OF A TRACT AS RECORDED IN BOOK PAGE 403;
THENCE N 88°57'42"W ALONG THE SOUTH LINE OF SAID TR FEET TO THE SOUTHWEST CORNER OF SAID TRACT;
THENCE S 02°02'17"W ALONG THE EAST LINE OF COLLEGE ADDITION PLAT 15, A DISTANCE OF 46.23 FEET;
THENCE S 89°43'54"E, 481.90 FEET TO THE POINT OF BEG CONTAINING 0.48 ACRE (20,708 SQUARE FEET), MORE OR BASIS OF BEARINGS: WEST RIGHT–OF–WAY LINE OF DUQUE A BEARING OF N 02°06'20"E.

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

DWN. BY:	BF
CKD. BY:	MDS
APPD. BY:	MDS
DATE :	FEB., 2019

KOINONIA SUBDIVISION

SECTION 31, T28N, R32W — JASPER COUNTY, MO

DWG.

P & Z Case 014-19
Koinonia Christian Campus Ministry
(P & Z Recommended Approval)

COUNCIL BILL NO. 2019-260 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Plat of Koinonia Subdivision located immediately west of the intersection of Duquesne Road and Birch Lane in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Koinonia Subdivision located immediately west of the intersection of Duquesne Road and Birch Lane in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:
ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 87 DEGREES 57 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 40 FEET TO A DRILL STEEL FOUND ON THE WEST RIGHT-OF-WAY LINE OF NORTH DUQUESNE ROAD AT THE NORTHEAST CORNER OF LOT 7 IN COLLEGE SKYLINE ADDITION (PLAT NO. 1), THENCE NORTH 2 DEGREES 06 MINUTES 23 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF NORTH DUQUESNE ROAD A DISTANCE OF 372 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING, THENCE LEAVING SAID RIGHT-OF-WAY LINE ON A BEARING OF NORTH 88 DEGREES 57 MINUTES 42 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 481.79 FEET TO AN IRON PIN SET ON THE EAST LINE OF COLLEGE SKYLINE ADDITION PLAT 15, THENCE NORTH 2 DEGREES 02 MINUTES 52 SECONDS EAST ALONG ADDITION LINE 246.52 FEET TO AN IRON PIN FOUND ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2251 AT PAGE 2169 IN THE JASPER COUNTY RECORDER OF DEED'S OFFICE, A.K.A. "THE MOORE PROPERTY", THENCE SOUTH 89 DEGREES 43 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SAID DESCRIBED TRACT 192.25 FEET TO AN IRON PIN FOUND AT THE "SOUTH JOG CORNER" OF THE TRACT OF LAND DESCRIBED IN BOOK 2251 AT PAGE 2169, THENCE CONTINUING ALONG AN EXTENSION OF SAID LINE ON A BEARING OF SOUTH 89 DEGREES 43 MINUTES 54 SECONDS EAST 100 FEET TO AN IRON PIN SET, THENCE NORTH 2 DEGREES 13 MINUTES 37 SECONDS EAST PARALLEL WITH THE "NORTH-SOUTH JOG LINE" IN THE SOUTHERN BOUNDARY OF SAID DESCRIBED TRACT IN BOOK 2251 AT PAGE 2169 A DISTANCE OF 54.55 FEET TO AN IRON PIN SET ON THE SOUTHERN BOUNDARY THEREOF, THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG SAID BOUNDARY 189.85 FEET TO A MAG NAIL SET IN THE CONCRETE BASE OF A FENCE POST ON THE WEST RIGHT-OF-WAY LINE OF NORTH DUQUESNE ROAD BEING 40 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE SOUTH 2 DEGREES 06 MINUTES 20 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 307.39 FEET TO THE POINT OF BEGINNING.
ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT AN IRON PIN FOUND

AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 87 DEGREES 57 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 40 FEET TO A DRILL STEEL FOUND ON THE WEST RIGHT-OF-WAY LINE OF NORTH DUQUESNE ROAD AT THE NORTHEAST CORNER OF LOT 7 IN COLLEGE SKYLINE ADDITION (PLAT NO. 1), THENCE NORTH 2 DEGREES 06 MINUTES 23 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF NORTH DUQUESNE ROAD A DISTANCE OF 372 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING, THENCE LEAVING SAID RIGHT-OF-WAY LINE ON A BEARING OF NORTH 88 DEGREES 57 MINUTES 42 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 481.79 FEET TO AN IRON PIN SET ON THE EAST LINE OF COLLEGE SKYLINE ADDITION PLAT 15, THENCE NORTH 2 DEGREES 02 MINUTES 52 SECONDS EAST ALONG ADDITION LINE 246.52 FEET TO AN IRON PIN FOUND ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2251 AT PAGE 2169 IN THE JASPER COUNTY RECORDER OF DEED'S OFFICE, A.K.A. "THE MOORE PROPERTY", THENCE SOUTH 89 DEGREES 43 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SAID DESCRIBED TRACT 192.25 FEET TO AN IRON PIN FOUND AT THE "SOUTH JOG CORNER" OF THE TRACT OF LAND DESCRIBED IN BOOK 2251 AT PAGE 2169, THENCE CONTINUING ALONG AN EXTENSION OF SAID LINE ON A BEARING OF SOUTH 89 DEGREES 43 MINUTES 54 SECONDS EAST 100 FEET TO AN IRON PIN SET, THENCE NORTH 2 DEGREES 13 MINUTES 37 SECONDS EAST PARALLEL WITH THE "NORTH-SOUTH JOG LINE" IN THE SOUTHERN BOUNDARY OF SAID DESCRIBED TRACT IN BOOK 2251 AT PAGE 2169 A DISTANCE OF 54.55 FEET TO AN IRON PIN SET ON THE SOUTHERN BOUNDARY THEREOF, THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG SAID BOUNDARY 189.85 FEET TO A MAG NAIL SET IN THE CONCRETE BASE OF A FENCE POST ON THE WEST RIGHT-OF-WAY LINE OF NORTH DUQUESNE ROAD BEING 40 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE SOUTH 2 DEGREES 06 MINUTES 20 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 307.39 FEET TO THE POINT OF BEGINNING.

KOINONIA ADDITIONAL TRACT:
A TRACT OF LAND IN THE SE-1/4 OF THE NE-1/4 OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 31;
THENCE N 88°57'42"W ALONG THE QUARTER SECTION LINE, 40.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DUQUESNE ROAD;
THENCE N 02°06'20"E ALONG SAID RIGHT-OF-WAY, 332.25 FEET TO THE POINT OF BEGINNING;
THENCE N 02°06'20"E ALONG SAID RIGHT-OF-WAY, 39.75 FEET TO THE SOUTHEAST CORNER OF A TRACT AS RECORDED IN BOOK 2377 AT PAGE 403;
THENCE N 88°57'42"W ALONG THE SOUTH LINE OF SAID TRACT, 481.79 FEET TO THE SOUTHWEST CORNER OF SAID TRACT;
THENCE S 02°02'17"W ALONG THE EAST LINE OF COLLEGE SKYLINE ADDITION PLAT 15, A DISTANCE OF 46.23 FEET;

THENCE S 89°43'54"E, 481.90 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.48 ACRE (20,708 SQUARE FEET), MORE OR LESS.
BASIS OF BEARINGS: WEST RIGHT-OF-WAY LINE OF DUQUESNE ROAD AT A BEARING OF N 02°06'20"E.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statues of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 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 City Council Agenda Item

Requested Council Meeting Date: April 1, 2019

ITEM: Council Bill No. 2019-610. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) FY2019 grant funding relating to special events, festivals and celebrations to Special Olympics Missouri.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2019-610

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE:
INTERIM CITY MANAGER:	Dan Pekarek	DATE:
CITY ATTORNEY:	Peter C. Edwards	DATE:
FINANCE DEPARTMENT:	Leslie Haase	DATE:

INTRODUCTION:

This Council Bill approves the application of Special Olympics Missouri (SOMO) for utilization of FY2019 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreement with Special Olympics Missouri for the utilization of such funds.

SUMMARY:

The purpose of the JCVB Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create a positive image for Joplin. On February 19, 2019, Special Olympics Missouri made a request of the JCVB Advisory Board for grant funding in the amount of Five Thousand Dollars ($5,000) for the 2019 SOMO *Truck Convoy*, a new event the organization is planning for September 28, 2019. With (prior grant recipient) 4-State Trucks moving their *Guilty By Association* truck show and convoy to every other year (even numbered years starting in 2020) the local SOMO team is working to keep the Truck Convoy an annual event and fundraiser, to be held on odd numbered years. The request, from the JCVB grant funding would be used towards event entertainment.

RECOMMENDATION:

The JCVB Advisory Board and Staff recommend for Joplin City Council approval the funding recommendations for Special Olympics Missouri and their 2019 Truck Convoy.

ATTACHMENTS:

None.

COUNCIL BILL NO. 2019-610 **ORDINANCE NO**.

AN ORDINANCE approving the application of Special Olympics Missouri for utilization of FY2019 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the Special Olympics Missouri application at their February 19, 2019, meeting and, are recommending to the Council that this event qualifies to be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the Application of Special Olympics Missouri, for **2019 Truck Convoy**, in the amount of Five Thousand and 00/100 Dollars ($5,000.00), for utilization of FY2019 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara j. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CVB Fund, Accounts No. 105-4080-560-7505 to pay the grant amounts awarded.

_____
Leslie Haase, Director of Finance

AMENDED RESOLUTION NO. 2019-003

An AMENDED RESOLUTION creating and directing the Centennial Celebrations Commission.

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

Section 1. That the State of Missouri will celebrate its bicentennial on August 10, 2021. The City of Joplin will celebrate its sesquicentennial on March 23, 2023. The United States of America will celebrate its sestercentennial on July 4, 2026. Route 66 will celebrate its centennial on November 11, 2026.

Section 2. That the City of Joplin creates and directs the Centennial Celebrations Commission (hereinafter referred to as "Commission") as follows.

Section 3. That the Commission shall exist as a commission of the City of Joplin from 2019 through 2026, serve at the pleasure of the City Council, and identify events that best serve the interests of the citizens of Joplin for the four (4) milestones.

Section 4. That the Commission shall identify milestones of Joplin that serve the citizens of Joplin such as Joplin individuals and organizations, historical buildings, and historical events. The Commission shall establish a format for selecting those events that offer the best value, in terms of cost, memorable experience, and widest public interest. The Commission is not expected to be the central body to run every event, but identify community partners to lead and assist in planning, funding, and executing events.

Section 5. That the Commission shall consist of seventeen (17) members. A copy of the Commission membership is attached hereto. The stakeholder entities listed in the Commission membership shall appoint their representative to the Commission. The three (3) members appointed by the City Council shall be appointed for three (3) year terms.

Section 6. That the Commission shall adopt By-Laws if they so desire.

Section 7. That the City Manager shall designate appropriate City staff to serve as liaison to the Commission.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

		JOPLIN CENTENNIAL CELEBRATIONS COMMISSION			
1	Joplin History & Mineral Museum	Chris Wiseman	417.623.1180	jmc-cwiseman@sbcglobal.net	
2	Historic Preservation/Murphysburg	Paula Callihan	417.483.3116	paulacallihan@gmail.com	
3	Post Art Library	Jill Sullivan	417.365.1420	jhsullivan@postartlibrary.org	
4	MSSU	Dr Chad Stebbins	417.438.2181	Stebbins-c@mssu.edu	
5	Joplin Schools	Dr. Kerry Sachetta	417.625.5200	kerrysachetta@gmail.com	
6	George A. Spiva Center for the Arts	Awaiting Appointment			
7	Arts Groups/Connect 2 Culture	Emily Frankoski	417.529.2925	emily@connect2culture.org	
8	Theater Groups/ProMusica	Wally Bloss	417.208.9654	wbloss@gmail.com	
9	Joplin Public (Children's) Library	Christina Matekel-Gibson	918.919.2880	cmatekel@joplinpubliclibrary.org	
10	Downtown Joplin Alliance	Lori Haun	417.529.3888	lori@downtownjoplin.com	
11	Chamber of Commerce	Awaiting Appointment			
12	Freeman Health System	Paula Baker	417.781.0586	pfbaker@freemanhealth.com	
13	Mercy Hospital	Gary Pulsipher	417.850.5890	gary.pulsipher@mercy.net	
14	Joplin Globe	Frank Leto	214.212.0042	fleto@joplinglobe.com	
15	Council selection	TBD			
16	Council selection	TBD			
17	Council selection	TBD			
**	Advisor	Brad Belk	417.625.9665	Belk-b@mssu.edu	
**	Advisor/Tourism	Patrick Tuttle	417.625.4789	ptuttle@joplinmo.org	

As of 040819

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
RS 2019-005 – FY 2019 CDBG and HOME Action Plan.

MEETING DATE
April 15, 2019

REVIEWED BY
Director of Planning Development and Neighborhood Services–Troy Bolander, Director of Finance–Leslie Haase, City Attorney- Peter Edwards, Interim City Manager-Dan Pekarek

SUMMARY
The following is a resolution that authorizes the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2019.

BACKGROUND
The One Year Action Plan describes the activities and how funds will be spent as proposed in the attached document. The process for developing the Once Year Action Plan included: Two public meetings (January 17, 2019 and February 28, 2019 at Joplin City Hall); Two 30-day public comment periods (January 18 – February 18, 2019 and March 1 – April 1, 2019);

Expected FY2019 allocations are $537,939.00 CDBG funds and $462,141.00 HOME funds based on the previous fiscal year final allocation.

RECOMMENDATION
Staff recommends adoption of this RS 2019-005.

ATTACHMENTS
RS 2019-005, FY 2019 CDBG & HOME Action Plan.

RESOLUTION NO. 2019-005

A RESOLUTION authorizing the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin receives CDBG and HOME funds from the Department of Housing and Urban Development on an annual basis for the purposes of providing decent housing, suitable living environments, and economic opportunities for persons of low and moderate income; and

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

Section 1: That the City of Joplin file a One Year Action Plan for fiscal year 2019 for the City of Joplin's Community Development Block Grant Program (Entitlement) in the estimated amount of $537,939.00 and the Joplin Consortium HOME Investment Partnership Program grant in the estimated amount of $462,141.00 with the U.S. Department of Housing and Urban Development.

Section 2: That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Form 424 and Standard Form 424-D Certification to allow submission of the One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney



City of Joplin, Missouri
Community Development Block Grant
And HOME Partnership
Investment Program

FY2019
ACTION PLAN

OMB Control No: 2506-0117 (exp. 06/30/2018)

FY2019 ACTION PLAN QUICK GLANCE

AVAILABLE RESOURCES

COMMUNITY DEVELOPMENT BLOCK GRANT:	**$537,939.00**
HOME INVESTMENT PARTNERSHIP:	**$462,214.00**

ANNUAL GOALS AND OBJECTIVES

PROVIDE SAFE, DECENT, AND AFFORDABLE HOUSING

HOMEOWNER HOUSING UNITS ADDED (NEW CONSTRUCTION)	**4+ UNITS**
HOMEOWNER HOUSING REHABILITATED	**4-6 UNITS**

IMPROVE INFRASTRUCTURE AND ENCOURAGE ECONOMIC DEVELOPMENT

INFRASTRUCTURE IMPROVEMENTS IN THE EASTOWN AREA ($310,000 IN SIDEWALK IMPROVEMENTS)

ECONOMIC DEVELOPMENT INCENTIVE PROJECT

IMPROVE LIVELIHOOD THROUGH PUBLIC SERVICE GRANTS

HOMELESSNESS REPORTING AND PREVENTION	**200 PEOPLE**

PROJECTS

CDBG PROGRAM	**$537,939.00**
INFRASTRUCTURE IMPROVEMENTS IN NID IV	**$388,351.20**

OMB Control No: 2506-0117 (exp. 06/30/2018)

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on sidewalk projects to improve connectivity to neighborhood amenities. $70,000 dollars is carry over from FY2017. $240,000 from this Action Plan.

COORDINADED ENTRY PROGRAM	**$ 25,000.00**

Coordinated Entry is a point of contact assessment of the homeless or those in danger of becoming homeless. Clients are referred to the appropriate services through the Homeless Coalition.

HOMELESS COALITION HMIS FUNDING	**$ 17,000.00**

Funding provided to the Homeless Coalition for use of HMIS, a homelessness database required by the Department of Housing and Urban Development

ADMINISTRATION AND PLANNING	**$ 107,587.80**

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board.

HOME INVESTMENT PARTNERSHIPS PROGRAM $462,141.00

HOUSING REHABILITATION ACTIVITIES	**$ 110,000.00**

Economic Security Corporation (ESC) will act as a subrecipient and manage a homeowner rehabilitation program on behalf of the Consortium. Costs include materials, ESC work crew labor up to $25,000 per home. Soft costs are additional.

CHDO ACTIVITIES	**$305,926.90**

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers.

PROGRAM ADMINISTRATION ACTIVITIES	**$ 46,214.10**

Pro-rata share of Planning/ Community Development staff and overhead.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The FY 2019 Action Plan identifies projects and activities meant to address the needs and goals of the 2015-2019 Consolidated Plan. The plan guides the direction of the CDBG and HOME programs for the next fiscal year. This is the last Action Plan under the current consolidated plan.

2. Summarize the objectives and outcomes identified in the Plan

The plan lays out a number of projects meant to address the needs identified in the most recent Consolidated Plan. These projects include:

- Neighborhood Revitalization Activities (Infrastructure Improvements, specifically sidewalks)
- Public Services Activities (HMIS funding, Coordinated Entry Program)
- Housing Rehabilitation Activities
- CHDO New Construction
- Neighborhood Plan for East Town neighborhood

Maps showing the Geographic Extent of proposed activities is included in Attachment B.

3. Evaluation of past performance

The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, and neighborhood and public improvements. The programs the City has used to address these needs have been well received by residents and neighborhood organizations. The City of Joplin will continue to meet its identified needs and goals through housing, infrastructure and public service projects. In this final year of the 2015-2019 Consolidated Plan the City will emphasize increasing the pipeline of affordable housing starts.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The participation process for developing this One Year Action Plan included:

- Two advertised public meetings (January 17, 2019 and February 28, 2018 at Joplin City Hall)
- Two 30-day public comment period (January 18 - February 18, 2019 & March – April 1, 2019)
- Meetings with community partners and stakeholders to discuss previous projects, community needs, and potential for additional partnerships.
- Public Hearing at the April 15, 2018 City Council Meeting; Council approved the plan via resolution at this meeting.

Attendance registers and proof of public notice are included in Attachment A.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

One emailed public comment was for CDBG façade grants to be used for professional services to avoid Davis Bacon wages.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comment on CDBG Façade Grants was rejected for Davis Bacon cannot be avoided on a Federalized project.

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	JOPLIN	Planning, Development and Neighborhood Services
HOME Administrator	JOPLIN	Planning, Development and Neighborhood Services

Table 1 – Responsible Agencies

Narrative (optional)

The City of Joplin acts as administrator for all Community Development Block Grant funded projects within the jurisdiction of the City of Joplin and administers all HOME funded projects throughout the jurisdiction of the Joplin HOME Consortia on behalf of all members.

Consolidated Plan Public Contact Information

Troy Bolander, Director of Planning, Development, and Neighborhood Services

602 S. Main St. Joplin, MO 64801

(417) 624-0820 ext. 510

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Consultation on the development of the plan began in January 2019 through discussions with current participating sub-recipients. The plan has been further developed through public meetings and public comment.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Joplin's Public Housing Authority is a separate entity who develops their own plans and receives their own funding. However, the City does utilize the Housing Authority as a valuable resource in developing plans and identifying at-needs populations. One such growing population in the city is the elderly. Our Housing Authority has identified this as a need area and we will be partnering with them to develop strategies by which to remedy this and other problems. City staff and Public Housing Authority staff serve on the Community Housing Resource Board to ensure regular contact and awareness of activates performed by both entities.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Joplin assists the area's Homeless Coalition with the administration of their HMIS system through reimbursement through an annual public service grant. Furthermore, City department staff serve on the Homeless Coalition Board and committees. The City also serves as a consultant for the Coalition and will work with the Coalition to develop strategies for combating homelessness. In the development of the Consolidated Plan, we met with Homeless Coalition members to discuss the homeless needs of the area. The Community Development Planner has been added to the Homeless Coalition Board.

The City partially funds the Coordinated Entry Program, implemented by the Homeless Coalition, through Public Service Grants. The group sends monthly reports to the City of Joplin, and their progress in the program is promising. In 2019, the Housing Connect program has completed 53 Assessments, and housed 25 individuals or families.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Joplin serves as an environmental oversight body for all of the Continuum of Care Organizations Operating in our area; we do not have any control over the allocation of ESG funds. The City primary capacity in allocation of ESG funds and evaluating projects is through Homeless Coalition board membership including City staff and in consultation in developing plans. However, we do provide CDBG funds towards the reimbursement of the Homeless Coalition's HMIS use. The system allows the Coalition to identify the shortfalls in our service of homeless populations.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

1	**Agency/Group/Organization**	ECONOMIC SECURITY CORPORATION
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Employment Service-Fair Housing Publicly Funded Institution/System of Care Regional organization Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Economic Security Corporation of the Southwest Area provides a number of services to the Joplin Consortium Area. They preside over the area's Homeless Coalition, are the city's primary CHDO, and they provide a number of other services to low-income individuals. ESC was consulted throughout the process in order to develop a better plan in regards to housing and homelessness strategies.
2	**Agency/Group/Organization**	JOPLIN AREA HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Joplin Area Habitat for Humanity is a valuable housing resource for the City of Joplin; the City has partnered with them numerous times in the past to provide housing opportunities for low-moderate income families. With their housing expertise, JAHFH was consulted in regards to housing needs of the area specifically. They provided guidance on housing and market needs.
3	**Agency/Group/Organization**	One Joplin
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-homeless Services-Health Services-Education Service-Fair Housing Business and Civic Leaders Non-Profit Collaborative
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	One Joplin is a coalition, collaborative effort to bring together service agencies from across the Joplin Area. The effort currently has three work groups, which focus on health, human services, and poverty. The City has representatives on all three teams, but the Community Development Division works primarily with the Poverty work team. The Poverty team has afforded the opportunity to discuss and design methods to "move the needle" on poverty. The group has provided input on the proposed Action Plan, and will continue to help guide program resources where they are needed.
4	**Agency/Group/Organization**	Community Housing Resource Board
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community Housing Resource Board serves as a Fair Housing outreach and advocacy group within the City of Joplin. Their input is valuable in identifying housing need areas and needed policy changes. The group will be especially important as the City begins the Assessment of Fair Housing Process in the 2017 Program Year.

5	**Agency/Group/Organization**	Legal Aid of Western Missouri - Joplin Office
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities Services-homeless Service-Fair Housing Regional organization LMI Legal Services
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Aid of Western Missouri has entered into agreement to provide legal services to non-profit housing organizations that have interest in using the abandoned housing act.
6	**Agency/Group/Organization**	Fuller Area Center for Housing
	Agency/Group/Organization Type	Housing Services - Housing Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Fuller Center is an area non-profit affordable housing provider. The City of Joplin is currently expanding methods to assist their organization without using Federal Funds and may provide HOME funds in the future.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	The Homeless Coalition of SWMO	
Comprehensive Plan 2012	The City of Joplin	

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The first public hearing on the FY2019 Action Plan was held at the Joplin City Hall on January 17, 2019. Public notice was published within the Joplin Globe on January 3, 2019 and on www.joplinmo.org.

The second public hearing on the FY2019 Action Plan was held in the Fifth Floor Study of City Hall on February 13, 2019 from 5:00 pm - 6:00 pm. Public notice was published in the Joplin Globe on February 13, 2018.

Public comments on the draft plan was accepted through two comment periods, January 18th-February 18th and March 1st – April 1st, 2019.

The final Action Plan was presented to Joplin City Council on April 15, 2019.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community Sub-Recipients and non-profits	City Staff met with community stakeholders, residents, and non-profit partners to discuss goals, previous year outcomes, and potential actions to take within the upcoming program year on two occasions.	Discussion centered around housing and infrastructure. Specifically, persons present discussed neighborhood revitalization and greater return on investment within distressed communities. As a result, the City's focus will be to accomplish the most impact with the least amount of public dollars.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community Sub-recipients and non-profits	Advertisement to encourage public attendance at public meetings. Resulted in no attendance other than participating non-profits.			http://www.joplinglobe.com/
3	Public Hearing	Non-targeted/broad community	City Staff presented the final draft of the 2019 Annual Action Plan to City Council for Approval. Council authorized staff to file the action plan with the Department of Housing and Urban Development by resolution.	Council asked questions regarding the programs, funding justifications, and need areas. No citizens voiced concerns or provided commentary.		
4	Internet Outreach	Non-targeted/broad community	Resulted in one comment received through email.	Wanted to use façade grants for professional services	Desire of comment was to avoid prevailing wage and federalizing the project.	https://www.joplinmo.org/992/HUD-Documents-and-Program-Applications

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	**public - federal**	**Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services**	**537,939**	**0**	**200,000**	**737,939**	**737,939**	**On average, the City of Joplin receives an approximate $500,000 CDBG allocation annually. These funds will be used to improve infrastructure, encourage economic development, and provide needed public services to residents. A low bid on public infrastructure from previous year has resulted in unanticipated prior year resources.**

HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	462,141	0	0	462,141	700,000	On average, the City of Joplin receives a $350,000 annual HOME allocation. These funds will be used to provide safe, decent, and affordable housing through New Construction and Rehabilitation Activities.
Other	public - federal	Admin and Planning Economic Development Homebuyer assistance Homeowner rehab Housing Public Improvements Public Services Other	0	0	0	11,951,000	11,951,000	This is an estimated amount of CDBG-DR II funds available during the reporting period. The funds are being drawn on a rolling basis.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City intends to encourage use of private financing with HOME funds in the mix to increase the provision of affordable housing. More program options in offering CHDO homebuyer assistance, in addition to subsidizing construction, can help incentivize homebuilders to adjust to program changes and help difficult to qualify homebuyers. Finding qualifying homebuyers has been a challenge for the program. Partial subsidy of construction and homebuyer assistance will spare more funds for other projects, while simultaneously improving a significant difficulty of program participants by qualifying homebuyers. The Community Development office is also working to clean title on County owned lots to assist in the provision of buildable lots for affordable housing developers.

Another significant source of funding is the City of Joplin's CDBG-DR Round I and II Allocations. Current information on the status of projects and funding can be found at: http://mo-joplincdbgdr.civicplus.com/ However, the City of Joplin's Entitlement and HOME programs do not directly work in the Disaster Area so as to focus on neighborhood redevelopment and avoid duplication of efforts.

Following the Joplin Tornado, there was a large amount of non-federal assistance in the form of donated dollars to area housing non-profits. Non-profits that work with the Joplin HOME program used these dollars produce a number of HOME eligible projects that were claimed as HOME match. Currently the City of Joplin has a large match credit balance of over $1.6 million. The City continues to earn a limited amount of HOME match through waived permits and parts of HOME projects that are not Federally funded, but relies on match credit to ensure that the program meets match requirements.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City is examining change in policy to donate lots to non-profits or other stakeholders for projects or development. Currently the City is identifying a hand-full of sites for this purpose. There are many City lots located in target areas for community development. The City is cleaning titles for the purpose of housing. The City is also coordinating with the County to acquire lots in the County Trust.

Discussion

Using the City's annual allocations over the course of the next year, the City's goal will be to develop and revitalize the low-moderate income areas of the community. The primary area of focus for the Action Plan reporting period is the East Town Neighborhood. The City will continue to fund infrastructure projects and encourage its subrecipients to direct housing funding to the neighborhood until the end of this Consolidated Plan.

The City of Joplin HOME program largely benefits the Low/Moderate and low-income household. Extremely low-income household are difficult to quality for homeownership and very few if any of the homeowner rehab applicants fall into the extremely low-income category. When an extremely low-income household applies to the homeowner rehab program, they are prioritized based on need. Most extremely low-income household benefit is achieved through the CDBG public service activities, specifically homelessness prevention. In an average year, approximately 200 households are served through coordinated entry and through the Housing Connect program are sheltered or permanently housed.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide safe, decent affordable housing	2015	2019	Affordable Housing	Census Tract 106 Census Tract 101	Safe Decent Affordable Housing	HOME: $415,927	Homeowner Housing Added: 6 Household Housing Unit Homeowner Housing Rehabilitated: 4 Household Housing Unit
2	Improve Infrastructure and Encourage Economic Dev.	2015	2019	Non-Housing Community Development	Census Tract 101 Citywide	Public Infrastructure and Facility Improvements	CDBG: $447,948 HOME: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted Facade treatment/business building rehabilitation: 2 Business Jobs created/retained: 42 Jobs Businesses assisted: 1 Businesses Assisted
3	Improve Livelihood through Public Service Activity	2015	2019	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Census Tract 110 Census Tract 106 Census Tract 101 Main Street Census Tract 108	Public Services for Low Income and Special Needs	CDBG: $52,000	Public service activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted Homelessness Prevention: 200 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Provide safe, decent affordable housing
	Goal Description	New Construction and rehabilitation projects to be completed through coordination with local non-profit organizations such as Habitat for Humanity and Economic Security Corporation in the East Town Neighborhood, a Low-Mod area. Due to the low property values of the area and low area median income, homeownership is difficult to qualify for any but low-income households. If the goal of 6 new home owner households to benefit, it is likely that 5 will be low/moderate income and hopefully at least one be a low-income household.
2	**Goal Name**	Improve Infrastructure and Encourage Economic Dev.
	Goal Description	Providing for the repair and rehabilitation of infrastructure in the East Town Neighborhood. These infrastructure projects will seek to add sidewalks, improve road conditions, and repair and add sanitary sewer systems. Furthermore, there is a planned economic development activity this action plan to create/retain jobs.
3	**Goal Name**	Improve Livelihood through Public Service Activity
	Goal Description	Assisting the goals of the Homeless Coalition with the purpose of reducing homelessness though reimbursement for the use of their HMIS system and opening dialogues through reimbursement of the Community Housing Resource Board. In addition, funding will be provided to the Homeless Coalition for the Continuance of their Coordinated Entry Program and neighborhood clean-up will receive an allocation to maintain that activity.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Joplin has identified a total of 6 projects. Included in the CDBG and HOME Administration and Planning is a neighborhood plan for the East Town neighborhood.

Projects

#	Project Name
1	Public Service Activities
2	2019 Homeowner Rehabilitation
3	2019 CHDO Activities
4	Public Infrastructure
5	CDBG Administration and Planning
6	Home Administration and Planning

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were made on the basis of public input, strategic plan needs and goals, and previous project funding and successes. The allocation is based around the increasing demands for affordable housing and infrastructure improvements in the Joplin area. In this Action Plan public service activities are prioritized by need and the number of organizations benefiting from a single activity.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Neighborhood Improvements
	Target Area	Census Tract 101
	Goals Supported	Improve Infrastructure and Encourage Economic Dev.
	Needs Addressed	Public Infrastructure and Facility Improvements
	Funding	:
	Description	Funding for 2018 infrastructure projects within the East Town Neighborhood
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The neighborhood consists of 1700 persons.
	Location Description	See map of the neighborhood in the attachment to this plan.
	Planned Activities	This activity will be to provide sidewalk within the East Town neighborhood.
2	**Project Name**	Public Service Activities
	Target Area	Census Tract 101 Citywide
	Goals Supported	Improve Livelihood through Public Service Activity
	Needs Addressed	Public Services for Low Income and Special Needs

	Funding	CDBG: $42,000
	Description	public Service Activities to serve vulnerable populations within the City of Joplin
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Through funding for the Homelessness Management Information System and Coordinated Entry Program the City of Joplin will be assisting in the prevention of homelessness, sheltering and rehousing of vulnerable populations. The last point in time count resulted in approximately 275 homeless in the City.
	Location Description	Coordinated Entry serves the homeless and at-risk populations Citywide and the neighborhood cleanup will take place in the low income neighborhood of East Town.
	Planned Activities	Activities include funding for Homelessness Management Information System and Coordinated Entry.
3	**Project Name**	CDBG Planning and Administration
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity
	Needs Addressed	
	Funding	CDBG: $107,587
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board. This year the Planning Department will draft a formal neighborhood plan for the East Town Neighborhood.
4	**Project Name**	2018 ESC Rehabilitation
	Target Area	Census Tract 101 Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $110,000
	Description	Rehabilitation of owner occupied home of qualifying household by Economic Security Corporation, a local non-profit partner.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 4 low income households will be assisted with this program. Low/moderate applicants will be assisted if low income household applicants are already assisted.
	Location Description	This program will operate throughout the Joplin Consortium. Priority will be given to applicants in the East Town neighborhood.
	Planned Activities	Rehabilitation of eligible single family households.
5	**Project Name**	2019 CHDO Activities
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing
	Needs Addressed	Safe Decent Affordable Housing
	Funding	HOME: $305,927

	Description	A Community Development Housing Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 6 low/moderate income families will be assisted with proposed activities.
	Location Description	These activities will take place throughout the Joplin Consortium.
	Planned Activities	Development of up to 6 single family homes.
6	**Project Name**	HOME Administration and Planning
	Target Area	Citywide
	Goals Supported	Provide safe, decent affordable housing Improve Infrastructure and Encourage Economic Dev. Improve Livelihood through Public Service Activity
	Needs Addressed	Safe Decent Affordable Housing Public Infrastructure and Facility Improvements Public Services for Low Income and Special Needs
	Funding	HOME: $46,214
	Description	Pro-rata share of planning and administrative costs for planned activities
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. This year the Planning Department will draft a formal neighborhood plan for the East Town Neighborhood.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has several census tracts that are identified as to having 51% Low-Moderate Income households. These census tracts are 101, 106, 108, and 110. Public improvements for FY 2018 will be concentrated in tract 101, more specifically in the East Town neighborhood. Utilizing HOME funds, several housing projects will be in this area to make more comprehensive improvements within the tract. Additional HOME projects will be located within the Consortia area.

Geographic Distribution

Target Area	Percentage of Funds
Census Tract 110	
Census Tract 106	
Census Tract 101	80
Main Street	
Census Tract 108	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

By concentrating a large portion of our funds on a specific area, we can make a more profound impact. East Town is an area that has been identified as high need by city staff and residents who currently reside in the area.

Discussion

The City of Joplin's target areas are those areas of the City that are generally considered to be low-income or difficult to develop. The City is also coordinating the efforts of area non-profits in the same target area both in terms of housing and services. Non-entitlement funded community projects are underway and are meant to stabilize the target area on a long-term horizon.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	200
Non-Homeless	12
Special-Needs	
Total	212

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	5
Rehab of Existing Units	6
Acquisition of Existing Units	
Total	11

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The yearly goal for the City of Joplin is to be able to provide housing assistance to as many families as possible. Through the construction of new and rehabilitation of old housing inventory, we hope to further affordable housing for citizens.

AP-60 Public Housing – 91.220(h)

Introduction

The Joplin Public Housing Authority currently manages 168 public housing units and oversees 435 Section 8 Vouchers. The Housing Authority upkeeps their units to an exceptional standard and ensures Section 8 landlord's compliance. The City of Joplin does not directly oversee or manage the Housing Authority.

Actions planned during the next year to address the needs to public housing

The Joplin Public Housing Authority has identified the following goals during the upcoming year: expand the supply of affordable housing; reduce public housing vacancies; leverage private or other public funds to create additional housing opportunities; improve the quality of affordable housing; increase customer satisfaction; conduct outreach efforts to potential voucher landlords; continue to implement voucher homeownership program; promotion of self-sufficiency of residents. The City has recently entered into agreement with Economic Security Corporation for $4,000,000.00 of CDBG-DR assistance to construct very-low income elderly bungalows, that will be accepting vouchers administered by the public housing authority.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

One of the major goals of the housing authority is the promotion of self-sufficiency for their residents. While there are no formal programs for home ownership or assistance within the housing authority, residents do have resources available to them through the City or other area non-profits. The Housing Authority and the Community Development Office hope to refer one to two Housing Authority residents to become homeowners through CHDO activities within the next reporting period. This intention to provide CR homebuyer assistance as part of CHDO activity underwriting should help qualify least-well off public housing residents that are determined to be good candidates for homeownership. The One Joplin Coalition is currently piloting a landlord/tenant education program. The Public Housing Authority has been invited to refer tenants to training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority is not designated as troubled.

Discussion

The Joplin Public Housing Authority Director meets quarterly with the Community Development Office to inform both organization on ongoing operations. This is achieved through both the Community Development Planner and the Public Housing Director serving on the Community Housing Resource Board.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Homeless Coalition has been making improvements to permanently house the homeless and address special needs annually. The number assisted has increased, however the last point-in-time count has shown an increase in the unsheltered. Upon completion of follow-up survey, the coalition found that an unusual number of homeless are not from the area as compared to previous years.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Homeless Coalition, which is composed of Joplin area homeless shelter providers, requested funds through the public service grant process to provide assistance with the maintenance of the Homeless Management Information System (HMIS). The system is required by HUD to receive ESG assistance. Through use of the system, the coalition was successful in obtaining funding from ESG program in the previous years. The subcommittee decided that due to the importance of this system, it should be funded on an annual basis, rather than making the coalition re-apply through the public service competition each year. The Coordinated Entry Program is the point of contact with the homeless in assessing need. Due to the importance of this service, the program is also to be funded annually.

The Homeless Coalition provided the following information regarding their services:

Prevention

Emergency Shelter

Transitional Housing

Rapid Re-Housing

Permanent Subsidized Supportive Housing

Permeant Housing – Rental and Homeownership

Coordinated Entry assesses homeless need and refers homeless or at risk homeless to appropriate service providers.

Notes: The Homeless Coalition's outreach efforts will include a variety of strategies to reach people who are living unsheltered. One method will be to host two Project Homeless Connect events per year. (January and July) The events will be advertised through local social service agencies and meal sites. They are set up as a one stop shop event offering information, resources, giveaways, and services on site. All people attending Project Homeless Connect events will be surveyed. The survey collects information about

length of homelessness, reasons for homelessness, and tracks a number of indicators.

Outreach also happens once per year when the Point-In-Time count is conducted. (January) Teams of volunteers divide up the communities and known locations in search of people living unsheltered. Volunteers survey people they encounter and offer resource information.

Addressing the emergency shelter and transitional housing needs of homeless persons

As part of the Continuum of Care the Homeless Coalition regularly analyses gaps in homeless need and services. One area needing increased level of service is emergency shelter and transitional housing. To that end Watered Gardens (Coalition Shelter) is establishing a new facility in the former Washington Elementary School for women with children.

The current emergency shelter providers are:

Restoration Life, Souls Harbor, Watered Gardens, Carthage Crisis Center

The current transitional housing providers are:

The H.O.U.S.E. Inc., Economic Security Corporation, Lafayette House, Carthage Crisis Center

Homeless persons receive referral to providers through Coordinated Entry.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As part of the established Continuum of Care, the Homeless Coalition employs a Point in Time count, and a Housing Inventory Count to specially identify and house/shelter the chronically homeless, families with children, veterans and unaccompanied youth. Veterans, families with children and unaccompanied youth are tracked monthly and prioritized.

The Homeless Coalition established committees to address chronically homeless, families with children, veterans and unaccompanied youth:

- Services for Homeless Veterans
- Monitoring Committee
- Prioritization Committee

Economic Security Corporation also operates the Chronically Homeless Program as part of the Permeant

Subsidized Supportive Service implementation of the Homeless Coalition.

Notes: The Homeless Coalition maintains a Coordinated Entry process abiding by **Policy 5.00 Order of Priority for Permanent Supportive Housing Projects** which outlines how persons experiencing homelessness will be prioritized for housing services in our community. The policy states that the most vulnerable will be prioritized first which would include the chronically homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Coalition Members and area service providers refer at risk of homelessness households to Coordinated Entry. Area service providers include non-profit thrift stores, local hospitals, MO Career Center, Veterans Affairs, the Joplin Health Department and Community Development Office, Preferred Family Healthcare providers and Legal Aid of Western Missouri.

Current homeless prevention service providers include Catholic Charities, Economic Security Corporation, Legal Aid, Bright School District, Futures, Children's Haven, Lafayette House, the Salvation Army and Crosslines.

Legal Aid is instrumental in providing legal services to prevent homelessness due to eviction.

Discussion

The Homeless Coalition has made great strides in their services and programming since the implementation of the Housing Connect Program. The Coalition has better input from Coalition members and the community at large. In their partnership with the City and area service providers, particular focus will be placed on prevention activities. Specifically, through an existing coalition of area non-profits known as One Joplin, the City will work with area non-profit and for-profit service providers to ensure that persons are not discharged or released into vulnerable situations. Potential partners include the Housing Authority, Freeman Hospital, Mercy Hospital, and Ozark Center.

Non-housing, special needs populations are at the most risk of becoming homeless. In the upcoming year, the City will provide funding towards the Homeless Coalition's HMIS and Coordinated Entry Programs. Coordinated Entry will help those who are risk of becoming homeless be diverted into stable housing or referred to proper service providers.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City has made some progress on objectives laid out in its Analysis of Impediments to Fair Housing. The City is evaluating the current Surplus Land Policy to make available to affordable housing developers and non-profits lands currently in possession of the City. In addition, the City will soon be updating its zoning code to be more in line with the 2012 Comprehensive Plan. Code updates will be addressing setback, minimum lot size and minimum housing footprint requirements of the existing code to increase affordable housing supply in older affordable neighborhoods, where old recorded lots make new construction difficult to comply with current code. The Joplin Public Housing Authority has had difficulty in landlords accepting housing choice vouchers. The City of Joplin has entered into agreement with Economic Security Corporation for $4,000,000 of CDBG-DR assistance in the construction of low-income elderly bungalows. This development will be accepting vouchers administered by the Public Housing Authority.

Discussion:

The City of Joplin has updated the Citizen Participation Plan to be compliant with the implementation of the Assessment of Fair Housing. While implementation of the Assessment of Fair Housing has been delayed by the Department of Housing and Urban Development, and likely not going to be a requirement of the 2020 Joplin Consolidated Plan, the City of Joplin and the Joplin Public Housing Authority are prepared to collaborate when the requirement for the assessment is enforced.

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

FY2019 activities that will address underserved needs of the community will consist of the following Public Service activities. The City of Joplin will help assist with homeless needs (HMIS Reimbursement and Coordinated Entry Program).

Actions planned to foster and maintain affordable housing

The housing activities described earlier (homeowner rehabilitation and CHDO activities) will all foster and maintain affordable housing in the area for a total of approximately 6 affordable units assisted. Furthermore, the City is proactively fostering the use of affordable housing tools to increase the productivity of affordable housing providers. Cleaning title on County owned lots will begin a small land bank for affordable housing. Through collaboration with the One Joplin Coalition the City and One Joplin have launched a landlord/tenant education program funded by a grant from the Missouri Foundation for Health. This is intended to decrease the number of evictions in affordable rentals in the city due to better rental practices.

Actions planned to reduce lead-based paint hazards

Lead testing is required for rehabilitation programs. Participating organizations will follow current HUD lead-based paint regulations. In addition, every six months, Economic Security Corporation randomly audits one of its projects to verify compliance. A copy of the City's current Lead-Based Paint policies is included in the plan appendices.

Actions planned to reduce the number of poverty-level families

The City is currently evaluating possible future economic development activities under the next consolidated plan. The City of Joplin, through support of the Coordinated Entry Program, hopes to increase job placement of those at risk of homelessness and eventually out of poverty. Further, the provision of affordable housing will alleviate those low-income families effectively living in poverty due to housing cost burden.

Actions planned to develop institutional structure

The City has expanded involvement with One Joplin, a coalition of non-profits within the City. One Joplin is increasing collaboration and beginning to conceive of low-income and poverty focused projects, both in services and housing. Partnership with this group will help with outreach and programming and allow for excellent delivery of services despite decreasing funding. The City Manager is City staff representative to the One Joplin steering team and the Community Development Planner is co-chair on the One Joplin Poverty Team, and the City staff representative Housing Sub-Committee. The One Joplin Poverty Team

Housing Sub-Committee is nearing the end of a planning phase for an affordable micro-home design program, and rental rehabilitation program. This year One Joplin has launched a landlord/tenant education program with the goal of leading to housing policy updates in the future.

Actions planned to enhance coordination between public and private housing and social service agencies

One Joplin is the local coalition of 40 non-profits and a total of 70 organizations. Each organization sends representatives to the facilitating teams of Health, Human Services, Poverty, Literacy, and Transportation relevant to their organizational mission. The City Manager sits on the steering team of One Joplin. The Joplin Community Development Planner co-chair on the Poverty Team and sits on the Housing Sub-Committee. The City will continue its partnership with ESC and Habitat for Humanity as CHDO's using HOME funds.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities - 0

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City through sub-recipients offers HOME funds for owner-occupied rehabilitation on a forgivable loan basis and offers homebuyer's subsidies to allow affordable homes to low- and moderate-income homebuyers through the CHDO activity. Homebuyer assistance through CHDO's are offered through the CHDO and do not exceed the 10% threshold for HOME investment.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for

homebuyer activities as required in 92.254, is as follows:

The CITY shall have the right to review and audit all records of any DEVELOPER pertaining to any payment by the CITY. Said records shall be maintained for a period of five years after the project completion date. Except, for documents imposing Resale/Recapture restrictions which must be retained for Five years after the affordability period terminates [92.508 (c)(2)].

The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion.[92.254 (a)(4)].

The DEVELOPER shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the DEVELOPER will monitor each unit for principal residency (under 92.254(a)(3)) and resale/recapture (under 92.254 (a)(4) – (5)).

A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The owner-occupied rehabilitation activity through ESC imposes a five-year affordability period on all rehabilitations. The affordability period is record as a Deed Restriction and is forgiven after 3 years, if all program requirements are met. Any funds that may be returned will be treated as program income.

The PJ has structured the CHDO's and Joplin Area Habitat for Humanity's recapture provisions based on the amount of HOME assistance that enables the homebuyer to purchase the unit. The period of affordability will be based upon the total amount of HOME funds subject to recapture [CFR 24 92.254(a)(5)(ii)]. The following chart outlines the funding limits and period of affordability.

When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24 92.254(a)(5)(ii)(A)]. The program will use a deed restriction to enforce the recapture provisions.

A copy of the City's current Deed Restriction and Covenant is found in the Appendices of this Plan.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is

rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City currently has no plans to use HOME funds for such refinancing.

Attachment A

THE JOPLIN
GLOBE

P.O.Box 7, Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-1188

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, ROBIN STOUT, being duly sworn according to law, STATE that I am Assistant Business Manager of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona-fide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Rev sed Statutes, 1959. The below listed advertisement appeared in the following issue(s):

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 01/03/2019	01/03/2019	LEGAL 423/PUBLI	1	325.50

Robin Stout (Assistant Business Manager)

Subscribed and sworn to before me this 3rd day of

January, 2019

Notary Public

Diana J. Crouch/16016002
02/21/2019



Please Print

Public Meeting - CDBG & HOME Program; FY2019 Action Plan

Date: January 17, 2019 **Time: 5:00 - 6:00 PM** **Place: Joplin City Hall 5th Floor Study**

Name:	Agency:	Address:	Phone:	E-Mail Address:
CURTIS SCOTT	ESC	1924 W. 4TH STREET	417-781-4437	CSCOTT@ESCSWA.ORG
Anna Leonard	One Joplin	3510 E. 3rd	620-404-8448	anna@onejoplin.com
Debbie Huff	Joplin Habitat	520 N. Main St.	417-782-6533	Dhuff@joplinhabitat.org
Thomas Walters	C of J	602 S Main	417-624-0820	twalters@joplinmo.org
MATT MORAN	JOPLIN HOUSING AUTH.	1934 W 4TH	417-624-4514	mmoran@joplinpha.org
TAMMY WALKER	ESC	312 Joplin	417-781-0852	twalker@escswa.org

PUBLIC NOTICE

City of Joplin Planning, Development and Neighborhood Services
602 S Main St, Joplin, MO 64801
417-624-0820

The City of Joplin is developing a one-year Action Plan (FY 2010) for submission to the U.S. Department of Housing and Urban Development (HUD). The Community Development Block Grant (CDBG) Program and the Home Investment Partnerships (HOME) Program set forth three (3) basic goals to develop viable urban communities, as: 1) providing decent housing; 2) providing a suitable living environment; and 3) expanding economic opportunities, primarily for low and moderate income persons; 4) eliminating blighted conditions.

The estimated amount of CDBG funds to be received for fiscal year 2010 is $537,336.00. The estimated amount of HOME funds to be received in fiscal year 2010 is $435,174.00. All dollar amounts are contingent upon confirmation from HUD. The City of Joplin is an entitlement city for the CDBG program and a participating jurisdiction in the HOME program. CDBG and HOME funding must primarily benefit low/moderate income persons.

A public meeting will be held on Thursday February 25, 2010, 6:00 p.m. in the 4th Floor Conference Room located at City Hall at 602 South Main Street. The purpose of this meeting will be to discuss and provide an opportunity to comment on proposed activities, to explain performance and obtain views of citizens on housing, non-housing and community development needs for the development of the one-year Action Plan.

All Public is encouraged to submit comments regarding previously funded CDBG activities. Any individual, group or agency is encouraged to submit written comments on the draft FY2010 Action Plan and previous program performance.

The public comment period will begin on Friday, February 19th and end on Monday, April 1st. Any comments received during this period will be considered by the City of Joplin prior to authorizing submission of the plan or release of funds. Comments shall be sent to the planning and community development office listed above or to Tricia Walters at twalters@joplinmo.org. Copies of the draft FY2010 Action Plan will be available at the public meeting, the Action Plan will be on file at the Front Desk (Open Counter) at City Hall located on the 4th Floor of Joplin City Hall at 602 S. Main St. Joplin, MO 64801 and at the Joplin Public Library. For additional information, please contact Tricia Walters at (417) 624-0820 ext. 389. If you are in need of disability related auxiliary aids or services, please contact the City Clerk's office at (417) 624-0820 ext. 450, forty-eight (48) hours notice is necessary to make arrangements for the aids or services.

Troy Bolander
Director of Planning, Development and
Neighborhood Services
City of Joplin, Missouri

(1-30)

THE JOPLIN GLOBE

P.O.Box 7, Joplin, Missouri 64802
Phone(417)623-3480
Fax(417)623-1188

CITY OF JOPLIN
FINANCE DEPARTMENT
602 S MAIN STREET
JOPLIN MO 64801

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, ROBIN STOUT, being duly sworn according to law, STATE that I am Assistant Business Manager of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulation in the counties of Jasper/Newton, which has been admitted to the post office as second-class matter in city of Joplin, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bonafide subscribers voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of section 493.050, Missouri Revised Statutes, 1959. The below listed advertisement appeared in the following issue(s):

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 02/14/2019	02/14/2019	LEGAL 490/ACTIO	1	325.50

Robin Stout (Assistant Business Manager)
Robin Stout

Subscribed and sworn to before me this 14th day of February, 2019

Diana J. Crouch (Notary Public)
Diana J. Crouch/1st46002
02/21/2019

Please Print

Public Meeting - CDBG & HOME Program; FY2019 Action Plan

Date: February 28, 2019 Time: 5:00 - 6:00 PM Place: Joplin City Hall
5th Floor Study

Name:	Agency:	Address:	Phone:	E-Mail Address:
Thom Wilson	City of Joplin	602 S Main	417-624-0820	twilson@joplinmo.org

PUBLIC INPUT FOR THE 2019 ACTION PLAN

Please share your thoughts and comments to help shape a draft plan (submit additional pages as necessary):

Name/Representing: _____

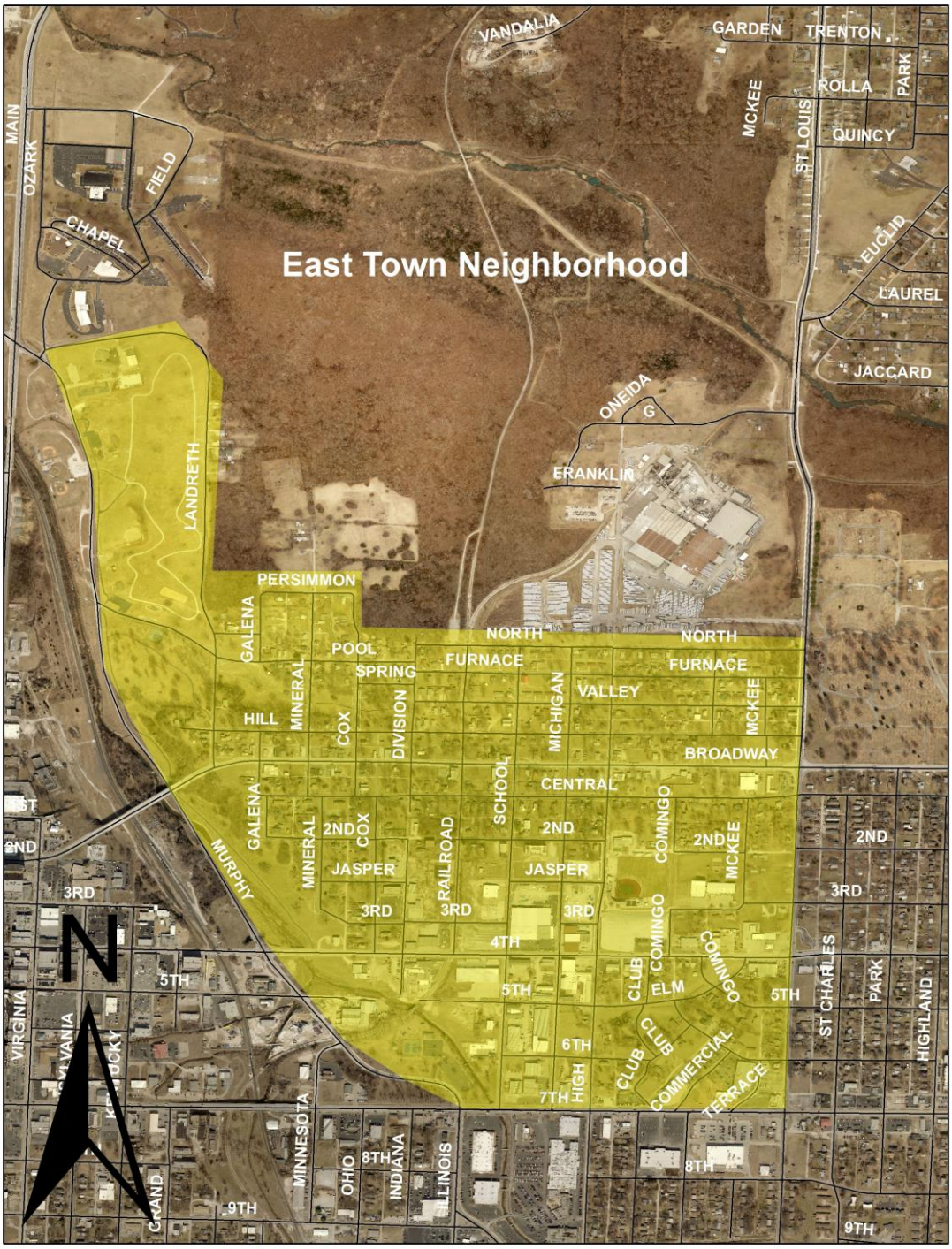
Email/Phone: _____

Please leave your comments in the space provided above or submit any comments to:

Thomas Walters, City of Joplin Department of Planning, Development, and Neighborhood Services
417.624.0820 ext. 539 OR twalters@joplinmo.org
602 S. Main Street Joplin, MO 64801

Thank you for your feedback

Attachment B


East Town Neighborhood
VANDALIA
GARDEN
TRENTON
ROLLA
PARK
QUINCY
MCKEE
ST LOUIS
MAIN
OZARK
FIELD
CHAPEL
EUCLID
LAUREL
JACCARD
ONEIDA
G
FRANKLIN
LANDRETH
PERSIMMON
GALENA
POOL
SPRING
NORTH
FURNACE
VALLEY
MICHIGAN
MINERAL
COX
DIVISION
HILL
BROADWAY
CENTRAL
SCHOOL
RAILROAD
COMINGO
2ND
3RD
4TH
5TH
6TH
7TH
8TH
9TH
JASPER
MURPHY
CLUB
ELM
HIGH
COMMERCIAL
TERRACE
ST CHARLES
HIGHLAND
VIRGINIA
MINNESOTA
OHIO
INDIANA
ILLINOIS
GRAND
N

Section 7 - APPENDIX A - Lead Regulations

LEAD BASED PAINT
(24 CFR PART 35)
REFERENCE GUIDE

(SUB-GRANTEES are to refer to, and comply with, all of the actual lead paint regulations and HOME regulations when lead hazards are involved.The following is only an overview.)

A. HUD's Lead-Safety Regulation

Federal Register (Wednesday, September 15, 1999)

Department of Housing and Urban Development
24 CFR Part 35, et al.
Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Rule

B. Exemptions *24 CFR 35.115*

- Post-1977 housing (1978 and newer)
- Zero-bedroom units
- Property certified as lead-based paint free
- Property where lead-based paint was removed
- Disaster Related Emergency & Accessibility actions

Note: Always get these prior approved by the PJ first.

C. Documentation Required

Notice To Occupants

- Distribution of the "EPA Lead Hazard Information" Pamphlet to homeowner
- "Notice of Hazard Evaluation" (or presumption) within 15 days and "Notice of Hazard Reduction & Clearance" within 15 days

Hazard Reduction Work

- Final scope of work with both lead- and non lead-paint (included in Work Write-Up/Cost Estimate)
- Worker qualifications (must be pre-approved with JC)
- Safe Work Practices at 24 CFR Part 35.1350 observed
- Lead Clearance must be achieved after all rehab work done

Clearance Report (after completion of rehab)

- copy of clearance report must be sent to the PJ at time of payment request
- must be performed by a certified paint inspector or risk assessor.

D. General Procedural Overview

Lead-based paint testing and risk assessment will also be conducted by a qualified SUB-GRANTEE Inspector or, an outside certified lead-based trained inspector should be hired. The presumption of lead-based paint or the lead paint inspection must be performed in all areas of the home (pre-1978) including exteriors of the home.

The scope of work must integrate both "lead" and "non-lead" triggered activities. (Provide preliminary work write-up to Risk Assessor, then incorporate the assessment's findings.)

The entire house must pass a Lead Clearance test. HOME funds must first be allocated to lead stabilization or abatement projects so the house complies with the Lead Safe Housing Rule before other projects can commence. *The exception to this would be accessibility or emergency repair projects.*

Course of Action:

1. Determine level of hazard evaluation and reduction *(24 CFR 35.915-930)*
2. Presume lead or evaluate *(option – 24 CFR 35.120),* evaluate recommended
3. Perform paint testing and risk assessment by certified personnel
4. Include in the scope of work for "lead" activities the interim controls and/or abatement recommendations from a risk assessor, and safe work practices for items determined to be lead paint.
5. Determine impact of 'occupant relocation' requirements *(24 CFR 35.1345).*
6. Based on the results of paint testing and/or risk assessment, establish contractor qualifications *(see safe work practices and 35.1325-1330),* safe work practices to be used (including occupant protections), and achieving clearance in bid invitation and contract.
7. Relocate occupants and belongings if containment can not be achieved *(24 CFR Part 35.1345)*
8. Supervise work so that **"Safe Work Practices"** at 24 CFR Part 35.1350 are used: worksite is prepared/contained and occupants and their belongings are protected, prohibited methods of paint removal are not used, specialized cleaning is conducted to achieve clearance. Verification that these practices were observed must be provided to the PJ. This is recommended to take the form of a signed letter/form accompanied by photos that may provide proof of compliance. The occurrence of this monitoring should be no less than 1 verification for every 6 months. (Amended 11/19/12)
9. Property must be inspected by a licensed lead paint inspector, risk assessor, or lead sampling technician and pass the lead clearance evaluation after all rehab work is done.

E. Lead Hazard Evaluation Methods & Qualifications

1. **Visual Assessment:** A visual assessment for deteriorated paint consists of a visual search for cracking, scaling, peeling, or chipping paint. This assessment does not identify the presence of lead, only the potential danger and is only allowed for projects that do not exceed $5,000. The assessment is performed by either a certified risk assessor or Housing Quality Standards (HQS) inspector trained in visual assessment.

2. **Paint Testing:** entails testing painted surfaces to determine if they contain lead-based paint, using methods such as XRF analyzer or a laboratory analysis. (Note: Paint testing differs from a lead-based paint inspection, which is a surface-by-surface investigation to determine the presence of lead-based paint. Typically, the XRF analyzer is used for an inspection. Because an inspection evaluates all painted surfaces, is more comprehensive than the paint testing.) Paint testing must be conducted by state certified paint inspectors or risk assessors.

3. **Risk Assessment:** is a comprehensive investigation of a dwelling to identify lead-based paint hazards that includes paint testing, dust and soil sampling, and a visual evaluation. Risk assessment details are summarized in a written report with recommendations for actions. A certified risk assessor must conduct the assessment.

Summary of Lead-Based Paint Requirements by Activity

	Rehabilitation		
	<$5,000	**$5,000 - $25,000**	**>$25,000**
Approach to Lead Hazard Evaluation and Reduction	1. Do no harm	3. Identify and control lead hazards	4. Identify and abate lead hazards
Notification	Yes	Yes	Yes
Lead Hazard Evaluation	Paint Testing (of surfaces to be disturbed), Visual Assessment allowed	Paint Testing and Risk Assessment	Paint Testing and Risk Assessment
Lead Hazard Reduction	Repair surfaces disturbed during rehabilitation	Interim Controls	Abatement (Interim Controls on exterior surfaces not disturbed by rehabilitation)
	-Safe work practices -Clearance Required for entire house	-Safe work practices -Clearance Required for entire house	-Safe work practices -Clearance Required for entire house
Ongoing Maintenance	Notice is suggested.	Notice is suggested.	Notice is suggested.
Options	Presume lead-based paint Use safe work practices on all surfaces	Presume lead-based paint and/or hazards Use standard treatments	Presume lead-based paint and/or hazards Abate all applicable surfaces

F. Lead Hazard Reduction Methods:

1. **Paint Stabilization:** reduces exposure to lead-based paint by addressing deteriorated paint on exterior and interior surfaces through repairs, safe paint removal, and repainting or abatement.

2. **Interim Controls:** *(24 CFR 35.1330)* Temporary measures to reduce human exposure to lead-based paint hazards through repairs, painting, maintenance, special cleaning, occupant protection measures, clearance, and education programs. Interim control methods require safe practices and include:

   - **Paint stabilization** – All deteriorated paint on exterior and interior surfaces must be stabilized through repairs, safe paint removal, and repainting.

   - **Treatment for friction or impact surfaces** – If lead-based paint is found and exceeds acceptable levels or is presumed, the conditions creating friction or impact with surfaces with lead-based paint such as those that rub, bind, or crush must be corrected. Examples of this work include re-hanging binding doors, installing door stops, or reworking windows.

   - **Treatment for chewable surfaces** – If a child under six has chewed surfaces known to contain lead-based paint or if lead-based paint is presumed, these surfaces must be enclosed or coated so they are impenetrable.

   - **Lead-contaminated dust control** – All horizontal surfaces that are rough, pitted, or porous such as bare floors, stairs, window sills, and window troughs must be covered with a smooth, cleanable covering or coating such as metal coil stock, plastic, polyurethane, or linoleum. Carpeting must be vacuumed or rugs must be removed and vacuumed on both sides. Vacuuming must be done using HEPA vacuums.

   - **Lead-contaminated soil control** – If soil is lead-contaminated, interim controls that may be used include impermanent surface coverings such as gravel, bark, and sod as well as land use controls such as fencing, landscaping, and warning signs.

Interim Controls (including Standard Treatments) *(24 CFR 35.1330*): the workers should be trained in accordance with the OSHA Hazard communication requirements (29 CFR 1926-59) or either be supervised by an individual certified as a lead-based paint abatement supervisor, or must have successfully completed on the of following courses:

- LBP abatement worker or supervisor *(40 CFR 745.225)*
- Operations and Maintenance (NETA)
- Remodeler's and Renovator's Lead-Based Paint Training Program" developed by HUD and the National Association of the Remodeling Industry; or,
- An equivalent course approved by EPA or HUD

3. **Abatement:** permanently removes lead-based paint and lead-based paint hazards by removing lead-based paint and its dust, or permanently encapsulating or enclosing the lead-based paint, replacing components with lead-based paint, and removing or permanently covering lead-contaminated soil. Encapsulation and enclosure require ongoing maintenance to check their effectiveness.

Abatement must be conducted by certified abatement workers who successfully completed a lead-based paint abatement worker course accredited by EPA. These workers must be supervised by a lead-based paint abatement supervisor certified under a State program authorized by EPA, or conducted by EPA.

G. Safe Work Practices 24 CFR 35.1350

- Prohibited methods- Methods of paint removal listed in Sec. 35.140 shall not be used.
- Occupant protection and worksite preparation- Occupants and their belongings shall be protected, and the worksite prepared, in accordance with Sec. 35.1345.
- Specialized cleaning – After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are successful in cleaning up dust-lead hazards, such as a HEPA vacuum or other method of equivalent efficacy, and lead-specific detergents or equivalent.

Prohibited Methods of Paint Removal *(24 CFR 35.140)*

The following methods shall not be used to remove paint that is, or may be, lead-based paint:

1. Open flame burning or torching.
2. Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
3. Abrasive blasting or sandblasting without HEPA local exhaust control.
4. Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
5. Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. (0.30 m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.2 sq. m.) in any one interior room or space, or totaling no more than 20 sq. ft. (2.0 sq. m.) on exterior surfaces.
6. Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the *Occupational Safety and Health Administration* regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

Occupant Protection *(24 CFR 35.1345)*

Occupants shall not be permitted to enter the worksite during hazard reduction activities (unless they are employed in the conduct of these activities at the worksite), until after hazard reduction work has been completed and clearance, if required, has been achieved.

Occupants shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that does not have lead-based paint hazards, except if:

- Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;
- Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards, and debris is provided;
- Treatment of the interior will be completed within one period of 8-daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards (e.g.,

exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste); or

- Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, bathroom and kitchen facilities. (HUD Interpretive Guidance J24 – "The term "interior work" refers to work in a single room. See also R18 and R19.)

The dwelling unit and the worksite shall be secured against unauthorized entry, and occupants' belongings protected from contamination by dust-lead hazards and debris during hazard reduction activities. Occupants' belongings in the containment area shall be relocated to a safe and secure area outside the containment area, or covered with an impermeable covering with all seams and edges taped or otherwise sealed. If contaminated, furniture and clothing should be cleaned before returning to the home.

Worksite Preparation *24 CFR 35.1345*

1. The worksite shall be prepared to prevent the release of leaded dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during worksite preparation.

2. A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present; or at each main and secondary entryway to a building from which occupants have been relocated; or, for an exterior hazard reduction activity, where it is easily read 20 feet (6 meters) from the edge of the hazard reduction activity worksite. Each warning sign shall be as described in 29 CFR 1926.62(m), except that it shall be posted irrespective of employees' lead exposure and, to the extent practicable, provided in the occupants' primary language.

H. Relocation Guidelines

Relocation may be required for households when the site cannot be contained. The Sub- Grantee must determine if the lead-hazard reduction work will require relocation for the safety of the household. If so, the homeowner must relocate and is responsible for finding a safe place in which to stay. They are also responsible for any costs incurred. This is considered their contribution to the project.

When is relocation required?

- If the work site cannot be contained and will create safety, health, or environmental hazards, relocation will be required until all interior work is completed and passes the dust wipe clearance criteria.

- If the resident cannot enter important parts of their home such as the bathrooms or kitchen for several days, they may need to relocate temporarily.

When is relocation not required?

- The work will not disturb lead-based paint, create lead dust hazards and soil lead hazards

- The work on the interior of the home will be completed within one period in eight daytime hours, the site will be contained, and the work will not create other safety, health, or environmental hazards.

- Only the building's exterior is treated; the windows, doors, ventilation intakes, and other openings near the worksite are sealed during hazard reduction activities and cleaned afterward; and a lead-free entry is available.

- Treatment will be completed within five calendar days; the work area is sealed; at the end of each day, the area within 10 feet of the containment area is cleared of debris and cleaned; and, at the end of the day, the occupants have safe access to sleeping areas, a bathroom and kitchen facilities; and treatment does not create other safety, health, or environmental hazards.

- Relocation of elderly occupants (62 and over) is not typically required. Complete disclosure of the nature of work must be provided and informed consent of the occupant is obtained before commencement of work. Children must not be present in the home.

What constitutes an appropriate relocation unit?
The Lead Safe Housing Rule requires that the relocation unit be lead-safe. There are two ways to demonstrate the lead-safety of a unit:

- Use post-1978 units
- Perform a clearance examination in the unit to ensure that there is no deteriorated paint or dust hazards
- Commercial units such as hotels are exempt

Work in owner-occupied housing does not trigger the URA (Uniform Relocation Act). However, agencies may choose to adopt optional policies that define "hardship" situations for homeowners and pay certain costs related to the temporary relocation. These costs should be necessary and reasonable. Any such policy must be written and must be applied consistently.

Minimize the relocation time:
- Schedule the work to minimize the time the residents must be out of the home. When scheduling work:
    - The worksite must be properly contained and the resident may never enter during the course of the work.
    - Work areas must pass interim clearance before a resident can reoccupy the home
    - A final clearance is required at the end of the job, even after interim clearances have been done.
- Look for ways to streamline standard rehab procedures to ensure that jobs move more quickly.
- Maintain strict deadlines for contractors to finish the work and pass clearance.

I. Lead Hazard Criteria

- Deteriorated paint
- Lead in dust (clearance and/or risk assessment)
    - Floors 40 micrograms/ft^2
    - Interior window sills 250 micrograms /ft^2
    - Troughs 400 micrograms /ft^2 (clearance only)

- Lead in soil (risk assessment)
    - Play areas of bare soil 400 parts per million (ppm)
    - Other soils in remainder of yard 1200 parts per million (ppm)

J. Resources on Lead Based Paint Regulations

- HUD's Lead-Safety Regulation – 24 CFR Part 35

"Requirements for Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federal Owned Residential Property and Housing Receiving Federal Assistance; Final Regulation (September 15, 1999)"

- HUD Interpretive Guidance, April 16, 2001

- HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards

- HUD Office of Healthy Homes & Lead Hazard Control:

Website: http://www.hud.gov/offices/lead Regulation
Hotline: (202) 755-1822 ext 104 E-mail:
lead_regulations@HUD.gov

- The National Center for Lead-Safe Housing: www.leadsafehousing.org

Implementing HUD's Lead-Safety Regulation
Internet Guide to the Rule, Model Documents and Specifications

- The Lead Listing (for HUD): www.leadlisting.org, 1 (888) LEADLIST

Lists companies providing lead services and training opportunities

- The Environmental Network: http://www.environmentalnetwork.com/

Lists companies providing lead services

- EPA: www.epa.gov/opptintr/lead, National Lead Information Center:
  1 (800) 424-5323

- HUD Website on Lead Safe Work Practices:
  http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/leadsafe/keyrequirements/safepractices

(Amended on 11/19/12)

DECLARATION OF DEED RESTRICTION AND COVENANT

THIS DECLARATION OF DEED RESTRICTION AND COVENANT is made this day of , 20 , by eowner"), the fee simple owner of certain property further described herein.

RECITALS:

WHEREAS, Homeowner is the beneficiary of expenditure of federal funds amounting to pursuant to the Home Investment Partnership Program ("HOME Program") from the Joplin HOME Consortium, which were used for the acquisition of the residential building on the following described real property in the County of Jasper, State of Missouri (the "Property"):

_____

_____

Also known as:

WHEREAS, the Homeowner, as the beneficiary of the expenditure of HOME Program funds, has agreed to record a deed restriction and covenant that runs with the Property to ensure that certain affordability and occupancy requirements are met.

NOW, THEREFORE, the following is established as a deed restriction and covenant running with the Property:

1. **Affordability Requirements**. The use of the Property shall comply with the affordability requirements established by the U.S. Department of Housing and Urban Development ("HUD"), which are currently set forth in 24 CFR Section 92.254, including, as follows:

A. Acquisition. Housing that is for acquisition by a family must be single family housing. The housing must have a purchase price that does not exceed 95 percent of the median purchase price for the area [CFR 24 92.254(a)(2)(i)].

B. Period of Affordability. The HOME-assisted housing must meet the affordability requirements for no less than the applicable period. Homeownership assistance HOME amount per-unit is under $_____and is therefore subject to the minimum period of affordability of_____years [CFR 24 92.254(a)(4)].

C. Occupancy Limitations. The Property must be the principal residence of Homeowner and Homeowner's family throughout the period of affordability, unless the property is resold pursuant to Section C. below [CFR 24 92.254(a)(3)].

D. Recapture Provisions. Recapture provisions ensure that the City of Joplin, acting as the Joplin HOME Consortium Participating Jurisdiction (PJ), recoups a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability [CFR 24 92.254(a)(5)]. The recapture rate for the Property is as follows:

The HOME investment amount is to be recaptured on a twenty percent (20%) prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period of years. THEREFORE, the amount to be recaptured is reduced by twenty percent (20%) of the entire HOME investment amount, or , every year the homeowner occupies the housing unit until the___year affordability period has been completed.

The PJ has structured its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture [CFR 24 92.254(a)(5)(ii)]. When the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs [CFR 24 92.254(a)(5)(ii)(A)].

2. **Term**. The affordability requirements stated in this Deed Restriction and Covenant shall encumber the Property for_____years, from _____, 20 through and including _____, 20___ ("the period of affordability") and shall not be amended or modified without the express written consent of the City of Joplin (The Participating Jurisdiction for the Joplin Consortium)

3. **Enforcement**. The provisions of this Deed Restriction and Covenant may be enforced by City of Joplin and/or HUD, or appropriate representatives thereof.

Homeowner:	City of Joplin (PJ):
_____	_____
Printed Name	Troy Bolander
	Planning and Community Development

STATE OF MISSOURI)
) ss.
JASPER COUNTY)

On this_____day of_____, _____before me personally appeared_____, a single person to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin, Missouri, the day and year above written.

My commission expires:_____.

_____
Notary Public

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this_____day of_____,_____, before me, appeared Troy Bolander, to me personally known, who being by me duly sworn did say that he is the Program Manager of the HOME Program for the City of Joplin, Missouri, a Municipal Corporation, and that said instrument was signed on behalf of said City of Joplin, and said Troy Bolander acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

My commission expires:_____.

_____
Notary Public

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-120 Construction Agreement between City of Joplin and D&E Plumbing and Heating, Inc. for construction of the 44th Street and Connecticut Avenue Improvements Project

MEETING DATE
April 15, 2019

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Tabulation; Agreement, Council Bill 2019-120

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 authorizes the City Manager, or his designee, to enter into an agreement with D&E Plumbing and Heating, Inc. in the amount of Five Million Six Hundred Forty-Six Thousand One Hundred Ninety-Seven and 12/100 ($5,646,197.12) for construction of the 44th Street and Connecticut Avenue Improvements.

BACKGROUND
The City of Joplin has identified a number of major transportation improvement needs throughout the community. On August 5, 2014, voters approved the renewal of a 10 year, 3/8 cent Capital Improvement Sales Tax. The Capital Improvement Sales Tax program includes 14 specific projects. Two of the transportation projects included in the program are the widening of 44th Street, from Connecticut Avenue east to Range Line Road, and the widening of a part of Connecticut Avenue from 32nd Street south to 44th Street. This project includes the portion of Connecticut Avenue south of I-44 to 44th Street. Connecticut Avenue South of I-44 will be widened to 5 lanes with a 10' wide shared use sidewalk on the west side and a 6' wide sidewalk on the east side. 44th Street from Connecticut Avenue to Rangeline Road will be widened to 5 lanes with a 10' wide shared use sidewalk on the south side and a 6' wide sidewalk on the north side. A roundabout will be constructed at the intersection of 44th Street and Connecticut Avenue. Work will begin after the contract is approved and signed. The work is to be completed by the calendar completion date of November 30, 2020.

DISCUSSION
City staff followed the City of Joplin procurement policy. Bids were opened on March 26, 2019 with 4 firms bidding and D & E Plumbing and Heating, Inc. providing the lowest bid. The low bid was below the Engineer's estimate.

FUNDING SOURCE
Capital Improvement Sales Tax Fund

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2019-120, an agreement with D&E Plumbing and Heating, Inc. in the amount of Five Million Six Hundred Forty-Six Thousand One Hundred Ninety-Seven and 12/100 ($5,646,197.12) for construction of the 44th Street and Connecticut Avenue Improvements 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.

BID TABULATION

PROJECT: 44th Street & Connecticut Ave. Improvements

DATE OF BID OPENING: March 26, 2019

CONTRACTOR	BID
D & E Plumbing and Heating, Inc.	5,646,197.12
Hartman & Co	5,935,285.00
Emery Sapp & Sons	6,810,513.36
Branco	7,029,307.68
Engineering Estimate	**7,702,927.75**

AGREEMENT
BETWEEN
CITY OF JOPLIN AND D & E PLUMBING & HEATING INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: D & E Plumbing & Heating Inc. Address: 1112 N. Falcon Crest Court NIXA, MO 65714	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

44TH STREET & CONNECTICUT AVENUE WIDENING

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by November 30, 2020 from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 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 Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million 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. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million 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. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million 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.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Five Million Six Hundred Forty-Six Thousand One Hundred Ninety-Seven and 12/100 Dollars ($5,646,197.12) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it

applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $2,500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications

d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Five Million Six Hundred Forty-Six Thousand One Hundred Ninety-Seven and 12/100 Dollars ($5,646,197.12), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

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

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

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

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

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

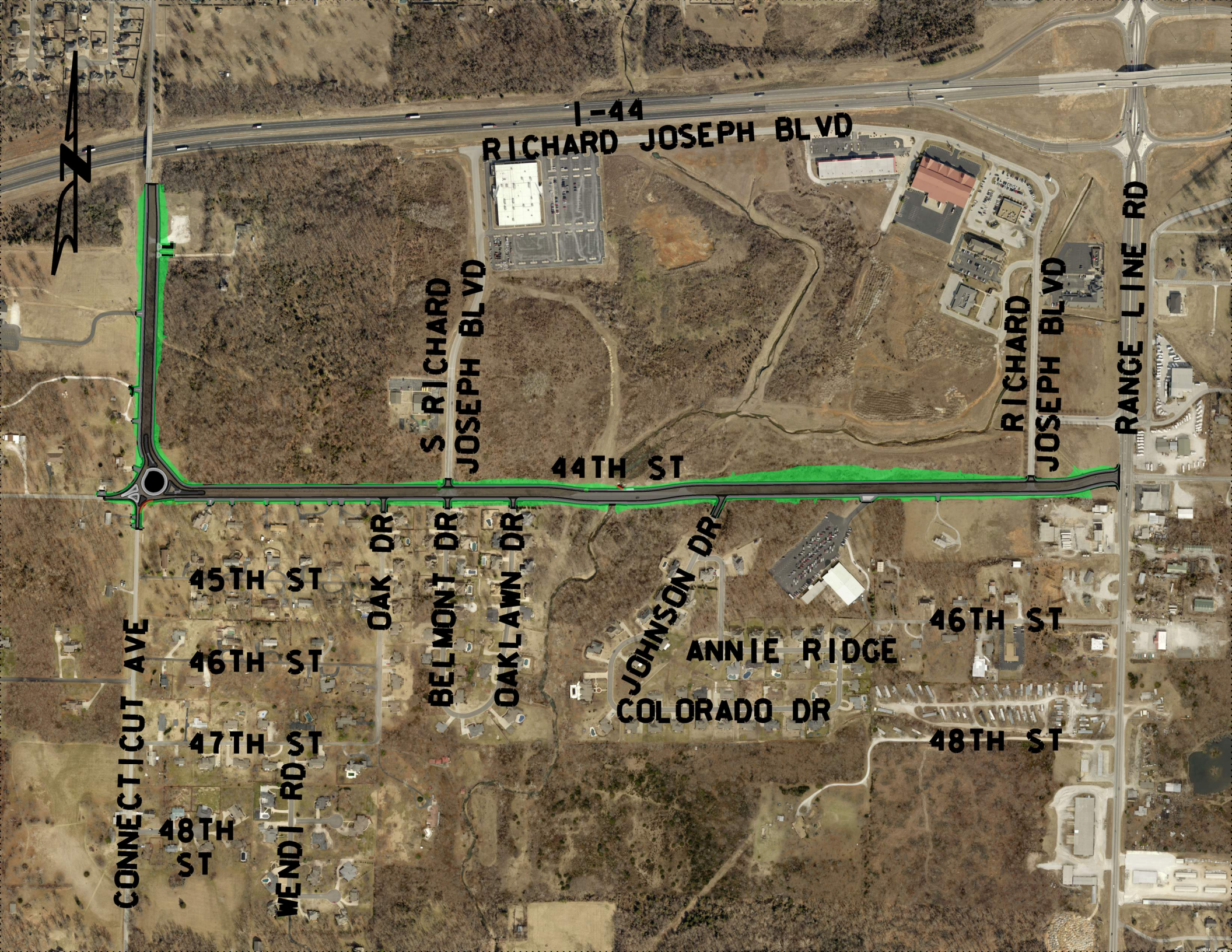
APPROVED AS TO FORM

By: _____

David Hertzberg, Public Works Director

_____

Peter Edwards, City Attorney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ANNIE RIDGE
COLORADO DR
46TH ST
48TH ST

COUNCIL BILL NO. 2019-120 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with D&E Plumbing and Heating, Inc., in the amount of Five Million Six Hundred Forty-Six Thousand One Hundred Ninety-Seven and 12/100 dollars ($5,646,197.12) for construction of the 44th Street and Connecticut Avenue Improvement 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.

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

Section 1. That the said agreement by and between the City of Joplin and D&E Plumbing and Heating, Inc., in the amount of Five Million Six Hundred Forty-Six Thousand One Hundred Ninety-Seven and 12/100 dollars ($5,646,197.12), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Sales Tax Fund

Section 4. That the City hereby declares that this Ordinance dealing with 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 as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2019-120

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 bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-121
Allgeier, Martin and Associates, Inc. Engineering Services Agreement for Turkey Creek WWTP Tertiary Filter Replacement

MEETING DATE
April 15, 2019

ORIGINATING DEPARTMENT
Public Works - Operations

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

ATTACHMENTS
Council Bill No. 2019-121; Agreement from Allgeier, Martin and Associates, Inc.

SUMMARY
This Council Bill Authorizing the approval of an agreement with Allgeier, Martin and Associates, Inc., in the amount not to exceed One Hundred Eighty-Eight Thousand Four Hundred Forty and No/100 Dollars ($188,440.00) for Engineering Services to replace/upgrade a tertiary filter at Turkey Creek Waste Water Treatment Plant.

BACKGROUND
On December 1st, 2014, Council approved the same consultant to design the tertiary filters installation and then approved in Council Bill 2015-137 on July 6, 2015 for the contractor to construct and install the new filter media to replace/upgrade the sand filters for two of the four troughs in FY-2016. By installing both new filters, this increased the effluent flow for the plant by 10 MGD. Working with our Engineering Consultant, we have re-evaluated the issues that remain in this process and the recommended solution is to remove at least one more sand filter trough and install an additional diamond fabric filter that has the capacity to handle a higher peak flow and provide staff with redundancy during maintenance. Although under extreme high flow conditions we still anticipate having to recirculate some of the flow. This improvement should substantially reduce these occurrences.

DISCUSSION
City staff has chosen Allgeier Martin and Associates using the On-Call selection process and have reviewed the fees for the services that will be provided, and found the fees are within the industry standards. City Council approved of the previous Diamond Fabric Filters and their value of increased flow through the effluent at the plant. The cost of this engineering work and the subsequent construction work will be paid through the Wastewater Fund.

FUNDING SOURCE
Wastewater Fund

RECOMMENDATION

City staff recommends that an agreement with Allgeier, Martin and Associates, Inc. for Engineering Services in the amount of $188,440.00 be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter for Public Improvement.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Assistant Director of Public Works for Operations		Attention: Dean A. Willis, P.E.	
Department: PUBLIC WORKS		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820 x560	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER AMA-OC-19-002
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-19-002** exceed the sum of One Hundred Eighty Eight Thousand Four Hundred Forty and 00/100 Dollars ($188,440.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars ($2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Nine Thousand Seven Hundred Ninety-Nine and no/100 Dollars ($429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

_____

Mr. Lynden Lawson, Assistant Director of Public Works for Operations

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: _____

By: _____

Printed Name: Dean A. Willis, P.E.

Title: Chairman of the Board

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

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Rate Schedule 26

EXHIBIT A

Project Name/Description Turkey Creek WWTP Tertiary Filter Replacement

Consultant Allgeier, Martin and Assoc. 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

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

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

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

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

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

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

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

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

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

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

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

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

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

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

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

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

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

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

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

~~d) Contractor certification and city recommendation:~~

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

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

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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 ONE TO EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC-19-002 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 2017 On-Call Services Agreement Dated March 10, 2017)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil, and structural engineering services.

1.1.2 Coordinate with the OWNER the planning, design, bidding, and construction phase engineering work associated with the replacement of the two existing granular media tertiary filters at the Turkey Creek Wastewater Treatment Plant with AquaDiamond cloth media filters. The Base Bid for the project will reflect replacement of one filter, and the second unit will be bid as an Add Alternate item.

1.2 Environmental and Regulatory Clearances and Permitting

1.2.1 The project is considered to represent maintenance of the associated facilities and will be undertaken with the understanding that no review or approval of the planned work by the Missouri Department of Natural Resources will be needed, and no Environmental Clearances and/or Land Disturbance and Storm Water permitting will be required for this project, therefore, the Engineer shall not be responsible for the preparation or production of any such items.

1.3 Planning and Design Phases.

1.3.1 ENGINEER shall provide the Planning and Design Phase services for the project as outlined in Exhibit A of this project Work Authorization. These services shall include negotiations with Aqua Aerobic Systems, Inc. to establish a fixed price for the filter equipment.

1.4 Construction Phase

1.4.1 ENGINEER shall provide the basic Construction Phase services for the project as outlined in Exhibit A of this project Work Authorization.

1.4.2 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work.

1.5 Resident Project Representation.

1.5.1 ENGINEER shall provide Resident Project Representation services as needed and/or as requested by the OWNER, with an anticipation that the services will be provided on a part-time basis with an estimated construction duration of 16 weeks. ENGINEER shall furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. It is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.5.1.1 The RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.2. Duties and Responsibilities of RPR.

1.5.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.5.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.5.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.5.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.5.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.5.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.5.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.5.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.5.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.5.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.5.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.5.3 Limitations of Authority. Resident Project Representative:

1.5.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.5.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.5.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.5.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.5.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.5.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.5.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.5.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 Schedule: The planning and design phase services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for the project is provided by the OWNER. The preparation of design plans, contract documents and specifications shall be completed within 90 calendar days after receipt of the NTP. It is assumed that bidding of the project will immediately follow completion of the design documents, and the project will proceed to the construction phase in an expeditious manner. The bidding of the project and award of the construction contract are anticipated to take 60 days following the OWNER's approval to place the project out for bids. The time required to complete the construction phase of the project will be dictated by the project scope, equipment delivery times, and weather conditions. Bidding and construction phase elements shall be undertaken in as expeditious a manner as possible in light of the purposes of the contract.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT/ESTIMATED FEE

3.1 Payment to Engineer shall be at the hourly Labor Rates and Non-Labor Rates set forth in the Attachment Number Two to Exhibit A - "RATE SCHEDULE 2019"; with a total compensation ceiling of $188,440.00, as set forth in Work Authorization Number **AMA-OC-19-002** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Design Phase Services	$72,500
Bidding and Construction Phase Engineering Services	$53,100
Resident Project Representation Services	$62,840
Total Estimated Maximum Fee	$188,440

ATTACHMENT NUMBER TWO TO EXHIBIT A

RATE SCHEDULE
2019

LABOR RATES

Classification	Hourly Billing Rate 01/01/2019 Thru 12/31/2019
Principal/Engineer V	$215
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	$0.58 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

COUNCIL BILL NO. 2019-121 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement with Allgeier, Martin and Associates Inc., in the not to exceed amount of One Hundred Eighty-Eight Thousand Four Hundred Forty and No/100 Dollars ($188,440.00) for Engineering Services on the Turkey Creek Waste Water Treatment Plant Tertiary Filter Replacement; and, containing an emergency clause.

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

Section 1. That an agreement be accepted with Allgeier, Martin and Associates, Inc., in the not to exceed amount of One Hundred Eighty-Eight Thousand Four Hundred Forty and No/100 Dollars ($188,440.00) for Engineering Services at the Turkey Creek Waste Water Treatment Plant Tertiary Filter Replacement for the City of Joplin. A true and accurate copy of said agreement being attached hereto and incorporated herein, is herby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That the Director of Finance has hereby confirmed that sufficient funds are available and to make all necessary entries on the City records.

Section 4. That the City of Joplin declares that this ordinance relating to 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 passage.

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

_____, 2019 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	22-Mar-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse
Demolition of all Structures		LOCATION:	1114 E. Hill St

COMPANY	BIDS
B & D Yardbuilders	$4,215.00
Big John's Heavy Equipment	$3,950.00
Jordan Disposal	$3,398.00
Nelson's Enterprises	NO BID
Wolf Landscaping	NO BID
Camcor	$2,160.00
Earth Savers	NO BID


Council Bill 2019-359
1114 E. Hill







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 359, Building Regulations

MEETING DATE
April 15, 2019

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Camcor Environmental to remove the structures, and any remaining debris including foundation and footings located at 1114 E. Hill.

BACKGROUND
The above listed address was "tagged" as a dangerous building on November 19, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 8, 2019, an advertisement for bids was published in the Joplin Globe with bids being received on March 22, 2019 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Camcor Environmental	$ 2,160.00
B & D Yardbuilders	$ 4,315.11
Jordan Disposal	$ 3,398.00
Big Johns	$ 3,950.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Camcor Environmental for $ 2,160.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 359, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019 – 359 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Camcor Environmental for the demolition of the structure(s) and clearing of lot area located at 1114 E. Hill. in the City of Joplin, Missouri, for Two Thousand One Hundred Sixty and 00/100 Dollars ($ 2,160.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Camcor Envrionmental in the amount of Two Thousand One Hundred Sixty and 00/100 Dollars ($ 2,160.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1114 E. Hill.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1114 E. Hill. and legally described as:

ALL OF LOTS NUMBERED 18 AND 19 IN BLOCK SIX, EAST JOPLIN CITY ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	22-Mar-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse
Demolition of all Structures		LOCATION:	1419 W. 9th St

COMPANY	BIDS
B & D Yardbuilders	$3,315.00
Big John's Heavy Equipment	$4,250.00
Jordan Disposal	$4,250.00
Nelson's Enterprises	NO BID
Wolf Landscaping	NO BID
Camcor	$6,426.00
Earth Savers	NO BID


COUNCIL Bill 2019-360
1419 W. 9TH ST.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2019- 360, Building Regulations

MEETING DATE
April 15, 2019

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 1419 W. 9TH St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 8, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 8, 2019, an advertisement for bids was published in the Joplin Globe with bids being received on March 22, 2019 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Camcor Environmental	$ 6,426.00
B & D Yardbuilders	$ 3,315.00
Jordan Disposal	$ 4,250.00
Big Johns	$ 4,250.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

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

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B & D Yardbuilders for $ 3,315.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2018- 360, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2019 – 360 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1419 W. 9TH St. in the City of Joplin, Missouri, for Three Thousand Three Hundred Fifteen and 00/100 Dollars ($ 3,315.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B & D Yardbuilders in the amount of Three Thousand Three Hundred Fifteen and 00/100 Dollars ($ 3,315.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1419 W. 9TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1419 W. 9TH St. and legally described as:

ALL OF LOT NUMBERED SIX (6) AND THE WEST 7 FEET OF LOT NUBERED SEVEN (7) IN BYER'S, MURPHY'S AND CONNOR'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2019, by a _____ vote.

_____
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 2019-508 – Approving a budget amendment for FY 2019

MEETING DATE
April 15, 2019

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2019-508 Ordinance; Schedule "A" Budget Amendment Schedule

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

SUMMARY
This Council Bill amends the adopted 2018-2019 Budget of the City of Joplin.

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

Here is the explanation for the items in Schedule A:

- Amend the police patrol budget in the amount of $17,000.00 to repair the brakes for the MRAP using drug forfeiture funds.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $17,000.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2019-508 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2018-2019 as adopted by Ordinance 2018-145 on October 15, 2018, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2018-145 on October 15, 2018, which estimated revenues and appropriated funds for the fiscal year 2018-2019, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2018-2019 budgeted appropriations as adopted by Ordinance 2018-145 be amended by increasing appropriations by the total amount of Seventeen Thousand Dollars and No Cents ($17,000.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2019, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2018-2019 ADOPTED BUDGET
15-Apr-19

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	Police Patrol	001-5502-510-4215	Other Vehicle Repairs			17,000
	Total General Fund			$	-	17,000
	Grand Total			$	-	17,000

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2019-611 – approving an Agreement and Program Order for annual support with MoDOT Highway and Transportation Commission.

MEETING DATE
April 15, 2019

ORIGINATING DEPT
Joplin Police Department

ATTACHMENTS
CB2019-611 Ordinance; MoDOT On Call Work Zone Enforcement Program Agreement; Program Order.

REVIEWED BY
Dept. Head: Matt Stewart; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Interim City Manager: Dan Pekarek

SUMMARY
The Joplin Police Department has received these grants for several years. The Agreement is required to be renewed every five years. There are no fund matching requirements of the City of Joplin.

BACKGROUND
The Joplin Police Department requests consideration of this Council Bill. This request, if approved, would authorize a contract between the City of Joplin and MoDOT for the acceptance and expenditure of grant funds. The grant is known as the Missouri Highways and Transportation Commission Statewide Transportation Improvement Program On Call Work Zone Enforcement Program.

FUNDING SOURCE
This is 100% grant funded and the Joplin Police Department will be reimbursed for overtime salaries for Joplin Police Officers to conduct targeted enforcement in work zones.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

Council Bill No. 2019-611 ORDINANCE NO.

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 work zone traffic enforcement in the amount of five thousand dollars ($5,000.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, The City of Joplin has received a grant in the amount of $5,000 from the Missouri Department of Transportation;

WHEREAS, this agreement allows for the acceptance of the award and for the expenditure of the grant money;

WHEREAS, this allows for the enforcement of traffic laws in work zones as well as reducing crashes and improving worker safety in work zones;

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

Section 1. That the Contract for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of five thousand dollars ($5,000), providing for the funding of 100% of the salary and overtime of police officers to conduct work zone enforcement, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for the preservation of public property and safety, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, work zone enforcement enhances public safety.

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

_____

Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

_____
Leslie Haase, Director of Finance

CCO Form: HS03
Approved: 07/06 (AMN)
Revised: 03/17 (AR)
Modified:

Award year: 2018-2022
Region: SW - Southwest

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM ON CALL WORK ZONE ENFORCEMENT PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Joplin, a municipal corporation in the State of Missouri (hereinafter, "City");

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The Commission has authorized funds to be used to support Statewide Transportation Improvement Program (hereinafter, "STIP") On Call Work Zone Enforcement activities. The purpose of this Agreement is to grant the use of such funds to the **City.**

(2) ACTIVITY: The funds which are the subject of this Agreement are provided to support law enforcement work zone activities to further STIP On Call Work Zone Enforcement.

(3) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the **City** shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the **City** wrongful or negligent performance of its obligations under this Agreement.

(B) The **City** will require any contractor procured by the **City** to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri

public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The **City** shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the **City** and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) CITY REPRESENTATIVE: The **City's**_____ is designated as the **City's** representative for the purpose of administering the provisions of this Agreement. Further, the **City** shall have the authority to execute Program Orders in accordance with this Agreement.

(7) NONDISCRIMINATION CLAUSE: The **City** shall also comply with all state and federal statutes applicable to the **City** relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

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

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the **City** with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the **City.**

(11) FUNDING/REIMBURSEMENT:

(A) Eligible Costs / Documentation: With regard to work under this Agreement, the **City** agrees that funds to implement work zone law enforcement

activities shall only be available for reimbursement of eligible costs which have been incurred by the **City.** The **City** shall supply to the Commission copies of all bid information, purchase orders, invoices and, for hours worked, certified payroll (on Program Agreements that include salaries). Any costs incurred by the **City** prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments or Task Orders.

(B) Peace Officer Standards and Training: Law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.

(12) EQUIPMENT:

(A) Procurement: The **City** may use its own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

1. Equipment with a cost of $3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement.

2. Price or rate quotations shall be solicited from at least three (3) sources.

3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition.

4. The **City** shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of procurement.

5. If for some reason the low bid is not acceptable, the **City** must have written approval from the MHTC prior to bid approval and purchase.

6. The **City** will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

(B) Disposition: The **City** shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of $3,000 or more. The **City** must keep and maintain equipment with a cost of under $3,000 until it is no longer useful for its originally intended purpose.

(C) Replacement: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the **City** previous twelve months authorized strength.

(13) ACCOUNTING / DOCUMENTATION: The **City** shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The **City** must document the following: (1) Receipt of funds; (2) date and amount paid to officers; (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

(14) PROGRAM ORDER: On Call Work Zone Enforcement funding will be conducted under a Program Order. Each Program Order must be executed by the Commission and the City's Representative. Each Program Order shall contain, but is not limited to the following: (1) Program Order Job Number(s); (2) Funds available for the completion of the Program Order; (3) Starting and completion dates for the Program Order.

(15) LIMITS ON OVERTIME: The **City** will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

(16) USE OF FUNDS: Any employee of the **City** whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of the **City** participates in activities prohibited by the Hatch Act, the **City** shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(17) AUDIT OF RECORDS: The **City** must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(19) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The **City** shall refund any overpayments as determined by the final audit.

(20) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the **City.**

(21) EMPLOYEES ONLY: The funding granted by the Commission to the **City** under this Agreement extends only to reimbursement for work zone enforcement by employees of the **City** covered by the **City** worker's compensation plan.

(22) DURATION AND EXTENSION: Unless otherwise terminated, this Agreement shall be in effect for five years from the execution of this Agreement. Upon the approval of both parties, the terms and conditions of this Agreement are renewable for an additional two, one year extensions from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City of Joplin on _____ (Date).

Executed by Commission on _____ (Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By_____

Title_____

ATTEST:

_____
Secretary to the Commission

Approved as to Form

_____
Commission Counsel

CITY OF JOPLIN, MISSOURI

By_____

Title_____

By_____

Title _____

By _____

Title_____

ATTEST:

By _____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No _____

CCO Form: HS06
Approved: 07/06 (AMN)
Revised: 08/17 (GH)
Modified:

PROGRAM ORDER
TO AGREEMENT DATED _____

C.F.D.A. Number: 20.205

Program Order Number: GWZEH05Z

Date: _____

Contract Amount: $5,000.00

Effective Date: July 1, 2018

Completion Date: December 31, 2019

Contractor: Joplin Police Department

Mail Invoices/Vouchers to: MoDOT Highway Safety and Traffic Division
PO Box 270
Jefferson City, MO 65102

This Program Order is issued under the authority of the Agreement between the Missouri Highways and Transportation Commission (the "Commission") and the City of Joplin (the "City") dated _____ and is subject to all applicable provisions and covenants of that Agreement, which are incorporated herein by this reference.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed intending to be bound thereby.

Executed by City of Joplin on _____ (Date).

Executed by Commission on _____ (Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

CITY OF JOPLIN

By _____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel