JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MAY 1, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

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

2. **Roll Call**

3. **Presentations**

   1. Leadership Joplin Sound Garden Playground Addition

      Documents:

      LEADERSHIP JOPLIN - SOUND GARDEN PLAYGROUND ADDITION CONCEPT 1 AND 2.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Tom Robertson Requested To Speak On Public Safety Tax Revenue.

   2. Mary Price Requested To Speak On Continued Financial Discrepancies, Lack Of Fiscal Responsibility.

   3. Brian Evans Requested To Speak On Concerns And Former Meeting With Council About City Finance And Public Safety.

   4. LaNetta Lewis Requested To Speak On A Rebuttal To Jon Buck On 50 Mil/Shooter Ban.

   5. Ayush Patel Requested To Speak Against Banning 50ml Bottles In Joplin.

   6. Bhupendra Patel Requested To Speak Against Banning 50ml Bottles In Joplin.

   7. Vishal Gandhi Requested To Speak On Ban On 50mls Liquor Sales.

7. Public Hearings

1. Public Hearing Procedures

   Documents:

   PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2023-268
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to C-3 (Commercial) property as described below and located at 2927 E 9th St.

   Documents:

   CB2023-268SUMMARY.PDF
   2023-268REPORT.PDF
   2023-268APP.PDF
   2023-268MINUTES.PDF
   2023-268MAP.PDF
   CB2023-268.PDF

3. RESOLUTION NO. 2023-006
   A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Dominos restaurant with a drive through, located at 2907 E 22nd St in the City of Joplin, Jasper County, Missouri.

   Documents:

   RS2023-006SUMMARY.PDF
   RS2023-006REPORT.PDF
   RS2023-006APP.PDF
   RS2023-006MINUTES.PDF
   RS2023-006MAP.PDF
   RS2023-006.PDF

4. RESOLUTION NO. 2023-007
   A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Group Day Care Home, located at 4429 W 27th Pl in the City of Joplin, Jasper County, Missouri.

   Documents:

   RS2023-007SUMMARY.PDF
   RS2023-007REPORT.PDF
   RS2023-007APP.PDF
   RS2023-007 MIN..PDF
   RS2023-007MAP.PDF
   RS2023-007.PDF

5. COUNCIL BILL NO. 2023-269
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Apartment House) to R-3 HP (Apartment House, Historic Preservation) property as described below and located at 216 N Wall Ave.

Documents:

CB2023-269SUMMARY.PDF
2023-269REPORT.PDF
2023-269APP.PDF
2023-269MINUTES.PDF
2023-269MAP.PDF
CB2023-269.PDF

8. **Consent Agenda**

1. Minutes Of The April 17, 2023, City Council Meeting

Documents:

APRIL 17, 2023 MINUTES.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2023-121
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Three Million Six Hundred Fifty-Three Thousand Seven Hundred Twenty-Nine and 00/100 Dollars ($3,653,729.00) for the East Baker's Branch Sewer Extension, Phases 1 and 2 project; 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:

CB2023-121 1-SUMMARY SHEET_EAST BAKERS BRANCH SEWER EXTENSION PHASES 1 AND 2.PDF
CB2023-121 2-ORDINANCE_EAST BAKERS BRANCH SEWER EXTENSION PHASES 1 AND 2.PDF
BID SUMMARY SHEET E. BAKERS BRANCH PHASE 2.PDF
EAST BAKERS BRANCH SEWER EXT. PH. 2 CONTRACT.PDF
ROSETTA LETTER_LOCAL CONTRACTOR REQUEST (1).PDF
CB2023-121-EXHIBIT MAP.PDF

2. COUNCIL BILL NO. 2023-122
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Seven Hundred Ninety-Four Thousand One Hundred Fifty-Five and 00/100 Dollars ($794,155.00) for the E. 7th Street Sewer Extension, Phase 2 project; 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:

CB2023-122 1-SUMMARY SHEET_EAST 7TH STREET SEWER EXTENSION PHASE 2.PDF
CB2023-122 2-ORDINANCE_EAST 7TH STREET SEWER EXTENSION PHASE 2.PDF
BID SUMMARY SHEET E. 7TH ST. SEWER EXT. PHASE 2.PDF
EAST 7TH PH. 2 CONTRACT.PDF
CB2023-122 5-EXHIBIT MAP_EAST 7TH STREET SEWER EXTENSION, PHASE 1AND2.PDF

3. COUNCIL BILL NO. 2023-354
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 a lot located at 2703 W D St. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety-Nine dollars & Ninety-Seven cents ($3,899.97); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 2703 W D ST..PDF
BID TAB FOR 2703 W. D ST..PDF
PRESENTATION1 2703 W D COUNCIL PICS.PDF
CB 2023- 354 2703 W D ST.PDF

4. COUNCIL BILL NO. 2023-506
AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2022-2023; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause.

Documents:

CB 2023-506 SUMMARY NEW SALARY ADMINISTRATION PLAN.PDF
CB 2023-506 ORDINANCE ADOPTING NEW STEP PAY PLAN.PDF
CB 2023-506 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED.PDF
CB 2023-506 EXHIBIT B SALARY ADMINISTRATION PLAN FOR PART-TIME SEASONALS.PDF
CB 2023-506 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2023-007
AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Understanding (MOU) with RestoreSpiva, LLC, and the Community Foundation of the Ozarks for the purpose of RestoreSpiva, LLC, conducting a capital campaign to restore Spiva Park in the City of Joplin; establishing responsibilities for RestoreSpiva, LLC, and the City in maintaining and

responsibilities for RestoreSpiva, LLC, and the City in maintaining and operating Spiva Park; and authorizing the City Manager to execute said Memorandum of Understanding by and on behalf of the City of Joplin.

Documents:

SUMMARY_CB 2023-007 MOU COJ-RESTORESPIVA-COMM FOUNDATION OF OZARKS.PDF
CB2023-007_COJ_CRAGIN SPIVA MOU.PDF
MOU-COJ-RESTORESPIVA-COMMUNITY FOUND. OF OZARKS CB2023-007-04212023024934.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**
    1. SITE PLAN REVIEW CASE 020-23
       Case 020-23: 2907 E 22nd St - Site Plan Review – A Request to review a Site Plan for a drive through Dominos restaurant – Bates Building

       Documents:

       020-23SUMMARY.PDF
       020-23REPORT.PDF
       020-23APP.PDF
       DOMINOS SITE PLAN.PDF
       020-23MINUTES.PDF
       020-23MAP.PDF

    2. Declare Excess Surplus Property For The City Of Joplin Fire Department

       Documents:

       SURPLUS LIST .PDF

    3. Confirm Boards And Commissions Appointments
    4. 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 As Set Forth In Section 610.021 (2) RSMo, As Amended, 2020. 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

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 27th day of April 2023 (RSMo 610.020)

Cost Estimate				
Description:	Quanity:	Unit:	Unit Cost:	Total:
AstroTurf	660	SF	$ 2.44	$ 1,610.40
Sidewalk	92	SY	$ 67.50	$ 6,210.00
Earthwork	12.5	CY	$ 5.00	$ 62.50
Trees	3	EA	$ 445.00	$ 1,335.00
Instruments	n/a	n/a	n/a	$15,796.00
			TOTAL:	**$25,013.90**



SANSA-RIMBA

PRODUCT DETAILS:
PERCUSSION PLAY-OUTDOOR MUSICAL INSTRUMENTS
COMBINATION OF A THUMB PIANO AND A XYLOPHONE
15 NOTES SPANNING TWO OCTAVES
$3,701



BONGO DRUMS

PRODUCT DETAILS:
PERCUSSION PLAY-OUTDOOR MUSICAL INSTRUMENTS
5 UNIQUE DRUMS
PLAYED WITH HANDS, NO ADDITIONAL EQUIPMENT REQUIRED
$3,550 FOR SET OF 5



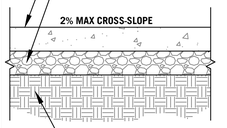
BUTTERFLY BELLS

PRODUCT DETAILS:
FREENOTES HARMONY PARK
4 UNIQUE COLORS
2 NOTES PER BUTTERFLY
1 MALLET PER BUTTERFLY
$5,300



HANDPIPES

PRODUCT DETAILS:
PERCUSSION PLAY-OUTDOOR MUSICAL INSTRUMENTS
PLAYED WITH HANDS, NO ADDITIONAL EQUIPMENT REQUIRED
ACCESSIBLE FROM BOTH SIDES OF THE EQUIPMENT
$3,245



SPECIAL NOTE:
ALL SIDEWALK AND CURB RAMPS MUST COMPLY WITH FEDERAL LAWS AND ADA GUIDELINES. NON-COMPLIANT WORK WILL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE.

NOTES:
1. ALL SIDEWALKS ARE TO BE BUILT PER JOPLIN, MO STANDARD SPECIFICATIONS.
2. CONTROL JOINTS AT 4' O.C & SHALL BE A MINIMUM OF ONE-FOURTH (1/4) THE TOTAL SLAB DEPTH. THE JOINTS SHALL BE MADE USING AN APPROVED GROOVING TOOL AND SHALL BE AT RIGHT ANGLES TO THE LENGTH OF THE WALK. THE EDGE OF THE WALK SHALL BE FINISHED W/ AN EDGER HAVING A ONE-HALF (1/2) INCH RADIUS.
3. EXPANSION JOINTS EVERY 100' AND 18" ON EACH SIDE OF DRIVEWAYS, INTERSECTING WALKS, AND LOCATIONS AS SHOWN ON PLANS.
4. SIDEWALK CROSS-SLOPE NOT TO EXCEED 2%, INCLUDING SIDEWALKS ACROSS DRIVEWAYS.
5. THE MAXIMUM RUNNING SLOPE OF SIDEWALKS ARE 5%. IF A RUNNING SLOPE ON A SIDEWALK NOT CLASSIFIED AS A RAMP EXCEEDS 5%, HANDRAILS WILL BE REQUIRED.
6. THE MAXIMUM RUNNING SLOPE ON A SIDEWALK CLASSIFIED AS A RAMP IS 8.33%. NO RUNNING SLOPE ON ANY SECTION OF SIDEWALK CAN EXCEED 8.33%
7. AFTER THE INITIAL SET HAS TAKEN PLACE, THE SURFACE SHALL BE EITHER WOOD OR CORK FLOATED AND GIVEN A BURLAP OR BROOM FINISH.

1 / C1.0 **CONCRETE SIDEWALK**
SCALE: NOT TO SCALE

OKLAHOMA ONE CALL SYSTEM, INC. 811 1-800-522-6543 STOP - CALL BEFORE YOU DIG!

GRAPHIC SCALE
5 0 2.5 5 10 20
(IN FEET)
1 inch = 5 ft.

GRID

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
811 E. 3RD STREET • • JOPLIN, MISSOURI 64801 • PHONE (417) 782-7399
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DRAWING INFO.
DRAWN BY: LEB
CHECK BY: JCO
LICENSE NO.
DATE: 04/04/23
FIELD BOOK:
JOB NUMBER: 23JO10013

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LEADERSHIP JOPLIN
SOUND GARDEN

CONCEPT 1

LANDRETH PARK
JOPLIN, JASPER COUNTY, MISSOURI

04.04.23

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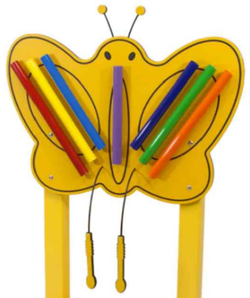
DWG NUMBER
JOP-100-6990

SHEET NUMBER
C1

Cost Estimate				
Description:	Quanity:	Unit:	Unit Cost:	Total:
AstroTurf	660	SF	$ 2.44	$ 1,610.40
Sidewalk	92	SY	$ 67.50	$ 6,210.00
Earthwork	12.5	CY	$ 5.00	$ 62.50
Trees	3	EA	$ 445.00	$ 1,335.00
Instruments:	Sculptural Collection		$ 29,313.26	$ 29,313.26
	Flower Bells		$ 5,861.83	$ 5,861.83
	Butterfly Chimes		$ 2,210.00	$ 2,210.00
	Tembos		$ 7,865.00	$ 7,865.00
			TOTAL:	**$54,467.99**



CONTRABASS CHIMES



BUTTERFLY CHIMES



HARP



PAGODA BELLS



MANTA RAY



FLOWER BELLS



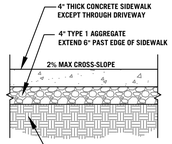
LILYPAD CYMBALS



ARIA



TEMBOS



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A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

REVISIONS

NO.	DESCRIPTION	BY	DATE

DRAWING INFO.

DRAWN BY:	LEB
CHECK BY:	JCO
LICENSE NO.	
DATE:	04/04/23
FIELD BOOK:	
JOB NUMBER:	23JO10013

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LEADERSHIP JOPLIN
SOUND GARDEN

CONCEPT 1

LANDRETH PARK
JOPLIN, JASPER COUNTY, MISSOURI

04.04.23

DWG NUMBER
JOP-100-6990

SHEET NUMBER
C1

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-268 – Zoning District Change

MEETING DATE:
May 1, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 017-23: Rezoning – 2927 E 9th St – A Request to Rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) to construct a parking lot for a restaurant – Hoan Van Nguyen

BACKGROUND:
The owners of the property also own 842 S Range Line Rd (formerly a Mexican restaurant). These properties are directly adjacent to one another. The owners would like to provide better parking for the restaurant and are seeking to develop the R-1 property into a Commercial parking lot. The owners have demolished the existing house and plan to expand the parking lot to provide a better solution for their tenants and guests. The new development will also trigger the City's buffer requirement, meaning they would be required to landscape the West side of the property to the adjacent R-1 District.

PLANNING & ZONING COMMISSION TESTIMONY:
Uyen Nguyen, 1209 Van Winkle St., Joplin, Missouri. She stated she was the applicant's daughter and representative. Their request was made to rezone the property and construct a parking lot. The restaurant that is presently in the location at 842 S. Range Line is moving. They desire to remodel the present restaurant, but they need additional parking. Therefore, they are seeking to rezone the property at 2927 E. 9th. She stated the house had already been demolished. Mr. Rosenberg asked if they would be required to put up screening on the West side. Mr. Bolander stated that they would.

PUBLIC COMMENT;
There was no public comment in opposition.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-268
Planning & Zoning Commission recommends approval of Case 017-23 (7 in Favor, 0 Nay)

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

Z&P Meeting: April 10, 2023
City Council Meeting: May 1, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 017-23 A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial).

LOCATION 2927 E 9th St, Joplin, MO 64801

APPLICANT Hoan Van Nguyen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-Family Residential	Approximately 0.15 Acres

SITE CONTEXT

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

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
9th St	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The request is also consistent with the Future Land Use Map for this area.

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

The subject property is adjacent to an existing Commercial property off of Range Line. The proposed Commercial use is more suitable for this property than Single-Family Residential, given its location to a high-traffic commercial road.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The proposed use matches the existing uses in the area. The property rezoning will slightly expand the Commercial zoning where heavy Commercial use is already present.

DISCUSSION

The owners of the property also own 842 S Range Line Rd (formerly a Mexican restaurant). These properties are directly adjacent to one another. The owners would like to provide better parking for the restaurant and are seeking to develop the R-1 property into a Commercial parking lot. The owners do not plan to increase the intensity of their use, but rather expand the parking lot to provide a better solution for their tenants and guests.

Staff recommends approval of Case 017-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 017-23
Filing Fee: $550.00
Received: 2/14/23
Date Advertised:
Proj. No.: 23-037
Public Hearing Date: 4/10/23

Applicant: Hoan Van Nguyen Phone No.: 417 437 1223
Address: 1209 Van Winkle St, 64801 Email: uyen nguyenmo96@gmail.com
Owner: Hoan Van Nguyen Phone No.:
Address: & Ngan Hoang Kim Nguyen Email:
Location of Property: 2927 E 9th St, Joplin, MO 64801
Present Use of Property: Residential house - Ka Unoccupied
Proposed Use of Property: Parking Lot
Current Zoning: R-1 Requested Zoning: C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Commercial Business	C-3
South	Commercial Business	C-3
East	Commercial Business	C-3
West	Single Family Home	R-1

Character of the Neighborhood: Commercial

Relationship to Existing Zoning Pattern:

Yes	No	
☐	■	Would proposed change create a small, isolated district unrelated to surrounding districts?
■	☐	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: We need to add more parking space to the existing restaurant

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: 9th St

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 60'

Subdivision Platting:

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☐ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

Yes	No	
☑	☐	Completed and signed application.
☑	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☑	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☑	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: Hoa Van Nguyen **Date:** 02. 13. 2023

Owner Affidavit

My name is Ngan Hoang Kim Nguyen, co-owner of the residential house located at 2927 E 9th st, Joplin, MO 64801. I am writing this letter to give my husband, Hoan Van Nguyen, the permision to apply for rezoning the house.

ngan.

Ngan Hoang Kim Nguyen

Date: 02/13/2023

Reason for Rezoning

Date: 02/13/2023

Property address: 2927 E 9th St, Joplin, MO 64801

To: Joplin City Council

We, Hoan and Ngan Nguyen, husband and wife, are the owners of residential house located at 2927 E 9th st and the business building next to it at 842 S Rangeline Rd (Lucy's Mexican Restaurant). Our tenant (Lucy's owner) is moving out this May. We'd like to keep a business going so we want to turn it into a very nice Vietnamese restaurant operated by us. In order to do that, we need to remodel the building and expand it. The City of Joplin requires more parking space for that, therefore, we want to rezone our residential house that currently being unoccupied, we then will apply for a demolish permit to make the additional parking lot. With the rezoning is intended to use for parking lot only, there would not be any fire hazards. We believe this change is very necessary to operate a restaurant business on Rangeline. We're very confident making it a successful bussiness. Our restaurant will provide a new kind of culinary experiece, we support local farmers, and create local employment opportunities.

Recorded in Jasper County, Missouri

Recording Date/Time: 08/02/2022 at 03:40:23 PM

Book: 2652 Page: 47

Instr #: **2022013364**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Corporation Warranty Deed

THIS INDENTURE, Made and entered into this **1st** day of **August, 2022** by and between

Big WC LLC, a Missouri Limited Liability Company

a corporation duly organized under the laws of the State of Missouri, hereinafter **GRANTOR**, and

Ngan Hoang Kim Nguyen and Hoan Van Nguyen, husband and wife

hereinafter referred to as **GRANTEE**, whether one or more.

(Grantee's mailing address is 1209 Van Winkle Street, Joplin, MO 64801)

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate, situated in the County of **JASPER** and State of Missouri, to wit:

All of Lot Numbered Three (3) in JUNCTION SUB-DIVISION of Lots Numbered Twenty-seven (27), Twenty-Eight (28), Twenty-nine (29), and Thirty (30) in Villa Heights, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that Grantor will WARRANT AND DEFEND the title to the premises unto Grantee, and to the successors and assigns of such forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Members the day and year first above written.

Big WC LLC

By: _____
William F. Roderique, Member

By: _____
Craig Powell, Member

Corporation Warranty Deed

THIS INDENTURE, Made and entered into this **1st** day of **August, 2022** by and between

Big WC LLC, a Missouri Limited Liability Company

a corporation duly organized under the laws of the State of Missouri, hereinafter **GRANTOR**, and

Ngan Hoang Kim Nguyen and Hoan Van Nguyen, husband and wife

hereinafter referred to as **GRANTEE**, whether one or more.

(Grantee's mailing address is 1209 Van Winkle Street, Joplin, MO 64801)

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate, situated in the County of **JASPER** and State of Missouri, to wit:

All of Lot Numbered Three (3) in JUNCTION SUB-DIVISION of Lots Numbered Twenty-seven (27), Twenty-Eight (28), Twenty-nine (29), and Thirty (30) in Villa Heights, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that Grantor will WARRANT AND DEFEND the title to the premises unto Grantee, and to the successors and assigns of such forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Members the day and year first above written.

Big WC LLC

By: _____
William F. Roderique, Member

By: _____
Craig Powell, Member

STATE OF MISSOURI)

)ss

COUNTY OF JASPER)

On this 1st day of August, 2022 before me, appeared William F. Roderique and Craig Powell, to me personally known, who being by me duly sworn, did say that they are the Members of Big WC LLC, a Missouri Limited Liability Company and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members and William F. Roderique and Craig Powell acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

Brenda R Reynolds

Brenda R. Reynolds, Notary Public

My Term Expires: August 18, 2022

BRENDA R. REYNOLDS
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Aug. 18, 2022
Commission #14429341

Case 017-23: Rezoning

2927 E. 9th St.-Rezoning-A Request to Rezone from District R-1 (Single Family Residential) to District C-3 (Commercial) to construct a parking lot for a restaurant-Hoan Van Nguyen.

Uyen Nguyen, 1209 Van Winkle St., Joplin, Missouri. She stated she was the applicant's daughter and representative. Their request was made to rezone the property and construct a parking lot. The restaurant that is presently in the location at 842 S. Range Line is moving. Their desire is to remodel the present restaurant, but they need additional parking. Therefore, they are seeking to rezone the property at 2927 E. 9th. She stated the house had already been demolished.

Mr. Kimble asked if there were any questions from the Commission on Case 017-23.

Mr. Rosenberg proposed a question to staff if they were required to fence off the west side.

Mr. Bolander stated yes, they would be required to landscape and provide a 6 ft. minimum fence.

Mr. Jackson asked why not grandfather.

Mr. Bolander stated currently grandfathered.

There were no further questions.

Mr. Kimble asked if anyone wished to speak in favor of Case 017-23.

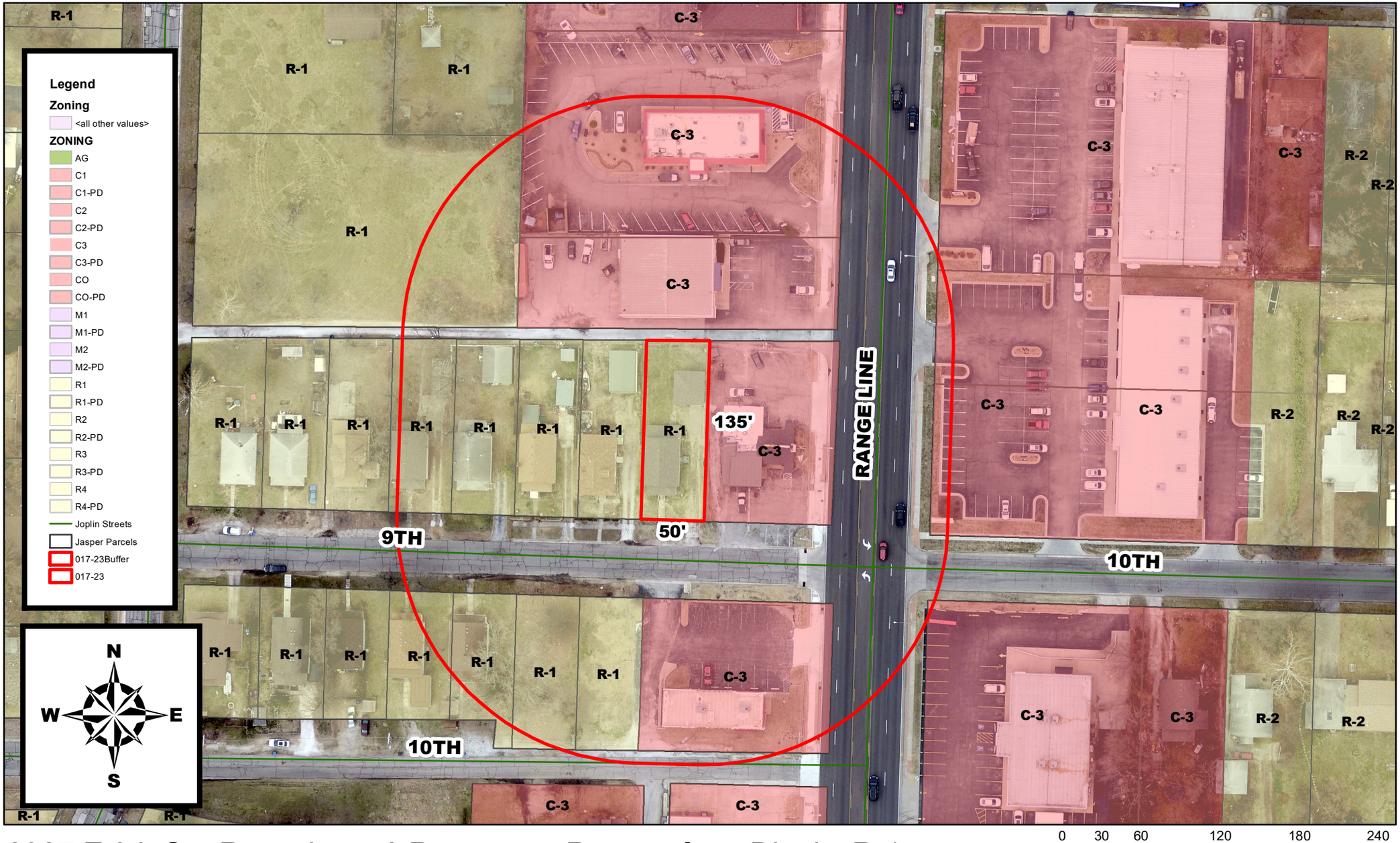
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 017-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 017-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 017-23 - Rezoning



2927 E 9th St - Rezoning – A Request to Rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) to construct a parking lot for a restaurant – Hoan Van Nguyen

P & Z Case 017-23
Hoan Van Nguyen
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-268 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to C-3 (Commercial) property as described below and located at 2927 E 9th St.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District C-3 (Commercial).

All of lot Numbered Three (3) in JUNCTION SUB-DIVISION of Lots Numbered Twenty-seven (27), Twenty-Eight (28), Twenty-nine (29), and Thirty (30) in Villa Heights, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
RS 2023-006 – Special Use Permit

MEETING DATE:
May 1, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 018-23: Special Use Permit – 2907 E 22nd St - Special Use Permit – A Request for a Permanent Special Use Permit to operate a Dominos with a drive through in a C-1 PD Zoning District – Bates Building

BACKGROUND:
The applicant is requesting a Special Use Permit for the first time with this application for the operation of a drive through Domino's pizza restaurant. There will be no indoor seating. The zoning of this property is C-1 PD, so a site plan review will be required. The C-1 zoning has previously allowed the proposed use. A recent example under the old code would be Crazy Llama Coffee, operating a drive through coffee shop in a C-1 district. Now, the City has adopted a form-based code where quick serve restaurants require a special use permit to operate in the C-1 district, to account for a potential increase in traffic. The applicant is requesting a permanent special use permanent, in order to start a new development on the site.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Rosenberg asked if there were hour operations restrictions, if there were sign requirements, and asked about outdoor lighting. Mr. Bolander said there were no hours of operations restrictions, but they are required to have a buffer around the property. Mr. Bolander also stated that lighting cannot intrude on neighboring property and that signs could not be higher than 6 feet off the ground on Residential areas. Commission asked if there would be a site plan submitted. Mr. Bolander stated that this case is more about land use and that the site plan will be administratively reviewed later.

PUBLIC COMMENT;
There was no comment in favor or in opposition to this case.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 018-23 (7 in Favor, 0 Opposed)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 018-23 A Request for a Permanent Special Use Permit to operate a Dominos with a drive through in a C-1 PD Zoning District

LOCATION 2907 E. 22nd St. Joplin, MO 64801

APPLICANT Anderson Engineering

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1 PD (Neighborhood Commercial)	Vacant	Approximately 0.6 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1	C-1 PD	C-1 PD	R-1
Land Use	Vacant	Commercial (Popeyes)	Single-family Residential/Vacant	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 22nd St.	Local	50′

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

No.

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

FLOOD PLAIN N/A

STAFF ANALYSIS

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

The application is located in the appropriate zoning district to apply for this special use permit. Located on E 22nd St, on the first block West of Range Line, a heavy arterial street, this property is directly adjacent to existing commercial property on Range Line.

IS SO DESIGNED, LOCATED, AND PROPOSED TO BE OPERATED THAT THE PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED.

The Site Plan meets development requirements, including the number of parking spaces and circulation, as to not add disruption to nearby homes.

IS FOUND TO BE GENERALLY COMPATIBLE WITH THE NEIGHBORHOOD IN WHICH IT IS PROPOSED.

Yes, the site and the proposed location is generally compatible with the neighborhood in which it is proposed. Under the old zoning code, this quick serve, drive through Dominos would have been permissible under the C-1 zoning district. However, under the new code, to account for potential increase in traffic flow, quick serve (drive through) restaurants are only permissible in a C-3 zoning district, or in C-1 with the issuance of a special use permit. This property, with its proximity to Range Line and it being designated as Future Retail Commercial on the Future Land Use Map, makes it a suitable site for the proposed use.

WILL COMPLY WITH THE HEIGHT AND AREA REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED UNLESS SPECIFICALLY GRANTED.

The proposed site will be a single-story building and comply with height and area regulations for C-1.

OFF-STREET PARKING AND LOADING AREAS WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE ZONING REGULATIONS AND SUCH AREAS WILL BE SCREENED FROM ADJOINING RESIDENTIAL USES AND LOCATED SO AS TO PROTECT SUCH RESIDENTIAL USE FROM ANY INJURIOUS EFFECT.

The applicant exceeds minimum parking requirements and has the property screened with a landscaping buffer that provides screening from adjacent residential property. The proposed drive through will provide plenty of distance from 22nd St which will provide effective circulation to reduce traffic along 22nd St. There is also an existing quick serve restaurant on the corner of 22nd and Range Line. There is a Popeyes at this location with access onto 22nd St.

ADEQUATE UTILITY, DRAINAGE, AND OTHER SUCH NECESSARY FACILITIES HAVE BEEN OR WILL BE PROVIDED.

Utilities are presently in place. Drainage is handled via curb and gutter running parallel to the street. The stormwater buy out fee has been offered in lieu of detention.

DISCUSSION

The applicant is requesting a Special Use Permit for the first time with this application for the operation of a drive through Domino's pizza restaurant. There will be no indoor seating. The zoning of this property is C-1 PD, so a site plan review will be required. The C-1 zoning has previously allowed the proposed use. A recent example under the old code would be Crazy Llama Coffee, operating a drive through coffee shop in a C-1 district. With the new code, quick serve restaurants require a special use permit to operate in the C-1 district, to account for a potential increase in traffic. The applicant is requesting a permanent special use permanent, to start a new development on the site.

CONDITIONS

1. This Special Use Permit is issued to Bates Builders for the operation of a Quick Serve Restaurant at 2907 E 22nd St.
2. The permit shall be permanent.
3. Shall provide adequate parking and circulation.
4. Compliance with all provisions of the Fire/Safety codes as required by the Joplin Fire Marshal.
5. Must comply with all other provisions of the Zoning Code and Municipal Code of the City of Joplin.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

ENCLOSURES

- Applicant Materials
- Map
- Site Plan

Special Use Permit Application

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

Office Use Only
Case No.: 08-23
Filing Fee: $550.00
Received: 2/16/23
Date Advertised: _____
Proj. No.: 23-089
Public Hearing Date: 4/10/23

Applicant: Anderson Engineering Inc Phone No.: 417-782-7399

Address: 811 East 3rd Street Joplin, MO Email: cshort@ae-inc.com; Swagg

Owner: Bates Building Phone No.: 417.385.1360

Address: 1700 East 4th Joplin, MO Email: _____

Location of Property: 22nd & Rangeline Joplin mo

Present Use of Property: vacant

Proposed Use of Property: fast serve carry-out restaurant

Current Zoning: C1PD Acreage: 0.6

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	vacant	C1
South	residential	C1-PD
East	commercial	C1-PD/C3
West	single family residential	R1

Character of the Neighborhood: Mixture of Residential and commercial on the edge of Rangeline

Instructions:
The following checklist is to be completed **by the applicant**. Please indicate whether the following standards are met, in the applicant's opinion. A separate sheet explaining how each standard is met **must** be included with the application.

Yes	No	
⦿	○	Is deemed necessary for the public convenience at that location.
⦿	○	Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.
⦿	○	Is found to be generally compatible with the neighborhood in which it is proposed.
⦿	○	Will comply with the height and area regulations of the district in which it is located unless specifically granted.
⦿	○	Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from injurious effect.
⦿	○	Adequate utility, drainage, and other such necessary facilities have been or will be provided.
○	⦿	Should this Special Use Permit be valid only for a specific time period?

If yes, what length of time?_____

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

Hours of Operation: 10am-11pm

Days of Operation: Monday-Sunday

Number of Off-street Parking Spaces: 20

Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): _____

1

Number of Employees and/or Assistants: _____

Nature of Business: Carry-out restaurant

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

Yes	No	
⦿	○	Completed and signed application.
⦿	○	Legal description of the property from a deed or certified survey. Must be legible.
⦿	○	Additional sheet explaining how the above criteria are met.
⦿	○	One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
⦿	○	One copy of a site plan of the property showing location of off-street parking and any required screening, location of the structure(s) or proposed structure(s), access to the site from public right-of-way, and any other information requested by staff, the Planning & Zoning Commission, or City Council.

Violation of any condition as part of an approved Special Use Permit will cause a complaint to be filed with the Municipal Court and the Permit to be suspended immediately requiring reapplication.

Applications that are incomplete or missing required documents will **not** be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 2-10-23

Special Use Permit Procedures

Applicability. A special use permit provides flexibility for different uses within a zoning district and allows the potential for additional uses. These uses may not be appropriate generally throughout a district, but due to the specific design and operational characteristics of the use on a particular site or due to conditions around the proposed location of the use, could be appropriate in limited circumstances. These uses require a case-specific review to determine the compatibility in a specific context and location. Special use permits may be initiated by the property owner.

The special use permit process applies to uses identified as a special use in the applicable zoning district by Article 4, Table 4-03, Use Table.

Review Criteria. A special use permit shall be reviewed according to the following criteria:

1. The application furthers the intent of the proposed zoning district, does not conflict with the intent of any abutting districts, and is otherwise determined to be consistent with the comprehensive plan.
2. Any site development or construction proposed with the use complies with the requirements of this code, including all specific conditions for the particular use.
3. Whether any additional site-specific conditions are necessary to meet the purposes, intent, or design objectives of any applicable subsections of this code or are necessary to mitigate any other potential impacts that are specific to the proposed use.
4. The impact on the public realm, including the design and function of the streetscape and relationship of building and site elements to the streetscape.
5. Compatibility with the character of the area considering building scale, building form, architectural character, landscape, and site design.
6. Compatibility with other uses or potential development in the area considering operating characteristics such as hours of operation, visible and audible impacts, traffic patterns, intensity of use, and other potential impacts on adjacent property.
7. Whether a limited period for the permit is reasonably necessary to either limit the duration of the use, assess the use against changing conditions in the area, or ensure periodic reporting and on-going enforcement of the permit.
8. The adequacy of drainage, utilities, police, fire, refuse collection, and other public facilities and services.
9. The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use, the permanence of existing uses in the area, and any changes in character occurring in the area.
10. The recommendations of professional staff or other technical reviews associated with the application.

Review Procedure. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to special use permit applications.

1. Applications may be accompanied by site plan where they are necessary to review conformance with standards of this code and any performance criteria for the particular uses.
2. The Director shall review the application and determine if the review or comment of any other department or agency is required.

3. The Planning Commission may recommend, and the City Council may approve any additional conditions on the use including the physical development, operations, maintenance or any other limitation it feels necessary to ensure the application meets the criteria in this location.

Effect of Decision. Approval of a special use permit, and satisfaction of all conditions of the special use permit, shall authorize the applicant to apply for a building permit, and other applicable permits. Approval shall be valid for one year, and any application not acted upon within this period shall be void and require a new application. A special use permit shall expire at end of any period specified in the permit, or if the use is abandoned for more than 12 months. Any expansion or other change in scale, intensity or operation of the use that could increase its impact shall require the permit to be amended through the same process as the original approval. A special use may be revoked through the same procedures granting the use, upon a finding that the conditions of approval have not been met, or the use has otherwise violated the provisions of this code or any other applicable law.

Web Copy

Recorded in Jasper County, Missouri
Recording Date/Time: 04/04/2022 at 02:49:44 PM
Book: 2636 Page: 252
Instr #: 2022005908
Type: WD
Pages: 2
Fee: $27.00 S

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

General Warranty Deed
(Corporation)

This Deed, made and entered into on March 29, 2022, by and between **Grantor(s):** Fagan Holdings & Investments, Inc., organized and existing under the laws of the United States of America, and **Grantee(s):** Pizza Properties, LLC. **Mailing Address of the Grantee(s):** 14247 County Road 200, Jasper MO 64755

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the said Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Jasper, and State of Missouri, to-wit:

TRACT 1:
ALL OF LOT NUMBERED TEN (10) EXCEPT THE EAST 90 FEET AND EXCEPT THE WEST 102 FEET IN KINDRED'S SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:
ALL OF THE EAST 90 FEET OF LOT NUMBERED TEN (10) IN KINDRED'S SUB-DIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year and thereafter, and special taxes becoming a lien after the date of this deed.

Charlotte Pickering, Recorder of Deeds

Web Copy

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Fagan Holdings & Investments, Inc.

By: Brad Fagan
Name: Brad Fagan
Title: President

State of Missouri }
} ss.
County of Jasper }

On, March 29, 2022, before me personally appeared Brad Fagan, to me personally known, who, being by me duly sworn, did say that he is the President of Fagan Holdings & Investments, Inc., a Corporation, and that said instrument was signed in behalf of said Corporation, by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

SCOTT ALAN LAURIDSEN
Notary Public-Notary Seal
State of Missouri,Jasper County
Commission #20225029
My Commission Expires: 11/4/2024

Charlotte Pickering, Recorder of Deeds

Case 018-23: Special Use Permit

2907 E. 22nd St.-Special Use Permit-A Request for a Permanent Special Use Permit to operate a Dominos with a drive through in a C-1-PD Zoning District-Bates Building.

Lillian Bryant, 811 E. 3rd St., Joplin, Missouri. Ms. Bryant stated she was a representative from Anderson Engineering and was prepared to answer any questions.

Mr. Rosenberg asked the staff if there were certain business hours that C-1-PD must adhere to.

Mr. Bolander stated no time restriction on special use permit. They must fence and buffer and it is form based. All four sides of the building must be constructed with correct materials.

Mr. Rosenberg asked about outdoor lighting.

Mr. Bolander stated the lighting intensity could not intrude on other property. They must have glare guards.

Ms. Phillips asked about the sign restriction.

Mr. Bolander stated the sign could not be more than six feet off the ground in a residential area.

Mr. Jackson asked Ms. Bryant for a drawing.

Ms. Bryant stated they had a site plan.

Mr. Bolander stated this was more about land use. The design would be administratively approved.

Mr. Jackson asked if C-1 would work for restaurant.

Mr. Bolander stated yes.

Mr. Kimble asked if there were any questions from the Commission on Case 018-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 018-23.

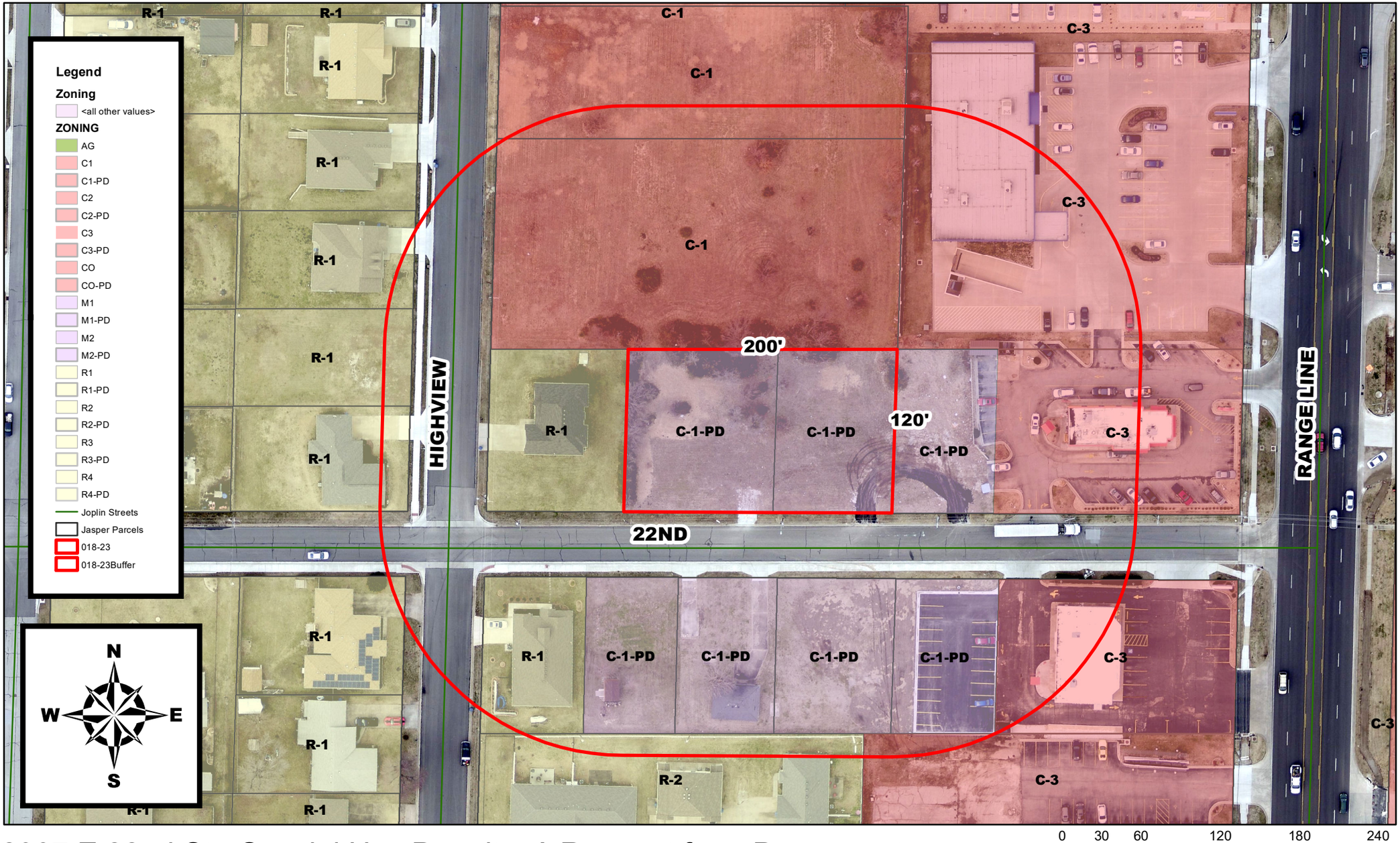
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 018-23.

There were none.

MS. STEELE MOVED THAT CASE 018-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 018-23 - Special Use Permit



2907 E 22nd St - Special Use Permit – A Request for a Permanent Special Use Permit to operate a Dominos with a drive through in a C-1 PD Zoning District – Bates Building

RESOLUTION NO. 2023-006

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Dominos restaurant with a drive through, located at 2907 E 22nd St in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on May 1, 2023, in compliance with said request.

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

That a Special Use Permit be granted to Bates Building for the operation of a quick serve restaurant located in the City of Joplin, Missouri, on the following described real estate, to-wit:

TRACT 1: ALL OF LOT NUMBERED (10) EXCEPT THE EAST 90 FEET AND EXCEPT THE WEST 102 FEET IN KINDRED'S SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. TRACT 2: ALL OF THE EAST 90 FEET OF LOT NUMBERED TEN (10) IN KINDRED'S SUB-DIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

1. This Special Use Permit is issued to Bates Builders for the operation of a Quick Serve Restaurant at 2907 E 22nd St.
2. The permit shall be permanent.
3. Shall provide adequate parking and circulation.
4. Compliance with all provisions of the Fire/Safety codes as required by the Joplin Fire Marshal.
5. Must comply with all other provisions of the Zoning Code and Municipal Code of the City of Joplin.
6. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
7. Any other conditions set by the City Council of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
RS 2023-007 – Special Use Permit

MEETING DATE:
May 1, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 018-23: Special Use Permit - 4429 W 27th Pl - A Request for a Special Use Permit to operate a Group Day Care Home – Carrie J Swinferd

BACKGROUND:
The applicant is requesting a Special Use Permit for the first time with this application for the operation of a Group Day Care Home. The current zoning of the property is R-1. There will be no more than 20 children (ages 4-6) at this site. The request is for a temporary, 2-year, special use permit. The children will be dropped off at 9am and be picked up at 3pm.

The proposed use qualifies as a Group Day Care Home. Group Day Care Homes are day cares for 11-20 children and are provided for at a location other than the provider's permanent residence or separate from the provider's living quarters. Group Day Care Homes require state licensing from the State of Missouri, and the continued operation of said day care is contingent upon obtaining said license. Residential districts must also be found to be compatible with the neighboring residential uses. Parking is required for one car per ten individuals cared for and one parking space per employee. The applicant is providing 6 parking spaces.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Phillips asked about the parking. Ms. Swinferd stated there was a two-car garage and could park six in the driveway and there were six off street parking sites. There was a maximum of three employees and the offsite parking would accommodate parents.

PUBLIC COMMENT;

There was no comment in favor or in opposition to this case.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 019-23 (7 in Favor, 0 Opposed)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 019-23 Special Use Permit – A Request for a Special Use Permit to operate a Group Day Care Home

LOCATION 4429 W 27th Pl, Joplin, MO 64801

APPLICANT Carrie J Swinferd

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1 (Single-Family Residential)	Single-Family Home	Approximately 0.2 acres

SITE CONTEXT

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 27th Pl.	Local	50′

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

No.

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

FLOOD PLAIN N/A

STAFF ANALYSIS

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

The application is located in the appropriate zoning district to apply for this special use permit.

IS SO DESIGNED, LOCATED, AND PROPOSED TO BE OPERATED THAT THE PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED.

The proposed use is required to comply with all restrictions and provisions outlined below in regard to noise, health and safety, parking, etc., to ensure the health, safety, and welfare of the public are protected. Facilities that provide care for children are further required to obtain licensing from the State of Missouri and adhere to the additional protections required by the State.

IS FOUND TO BE GENERALLY COMPATIBLE WITH THE NEIGHBORHOOD IN WHICH IT IS PROPOSED.

The site will be located in a residential subdivision, near the Southwest edge of town, surrounded and separated by other residential neighborhoods. The site is not located near collector or arterial roads. This facility is compatible with a residential neighborhood.

WILL COMPLY WITH THE HEIGHT AND AREA REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED UNLESS SPECIFICALLY GRANTED.

This is a pre-existing site with no exterior modifications. It currently complies with height and area regulations under the R-1 district.

OFF-STREET PARKING AND LOADING AREAS WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE ZONING REGULATIONS AND SUCH AREAS WILL BE SCREENED FROM ADJOINING RESIDENTIAL USES AND LOCATED SO AS TO PROTECT SUCH RESIDENTIAL USE FROM ANY INJURIOUS EFFECT.

The site will provide 6 parking spaces which complies with the requirements of Article 4.

ADEQUATE UTILITY, DRAINAGE, AND OTHER SUCH NECESSARY FACILITIES HAVE BEEN OR WILL BE PROVIDED.

Utilities are presently in place. No further utility services will need to be provided.

DISCUSSION

The applicant is requesting a Special Use Permit for the first time with this application for the operation of a Group Day Care Home. The current zoning of the property is R-1. There will be no more than 20 children (ages 4-6) at this site. The request is for a temporary, 2-year, special use permit. The children will be dropped off at 9am and be picked up at 3pm.

The proposed use qualifies as a Group Day Care Home. Group Day Care Homes are day cares for 11-20 children and are provided other than the provider's permanent residence or separate from the provider's living quarters. Group Day Care Homes require state licensing from the State of Missouri, and the continued operation of said day care is contingent upon obtaining said license. Residential districts must also be found to be compatible with the neighboring residential uses. Parking is required for one car per ten individuals cared for and one parking space per employee. The applicant is providing 6 parking spaces.

CONDITIONS

1. This Special Use Permit is issued to Carrie J Swinferd for the operation of a Group Day Care Home use at 4429 W 27th Pl.
2. The permit shall be for two (2) years.
3. Off-street parking for at least four (4) vehicles shall be provided.
4. Vehicles shall be legally parked curbside and/or the owner shall have parking areas provided.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes, and Chapter 62 – Licensing Rules for Group Day Care Homes and Child Day Care Centers, RSMo, as amended is required.
6. Compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.
8. The operator of the facility located at 4429 W 27th Pl. shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by Jasper County's Environmental Contamination Ordinance. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.
9. All regulations as stated in Appendix 29-A (Joplin Development Code) of the Joplin Municipal Code shall be followed at all times.
10. Any other conditions set by the City Council of the City of Joplin.

ENCLOSURES

- Applicant Materials

- Map

Special Use Permit Application

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

Office Use Only
Case No.: 019-23
Filing Fee: $550.00
Received: 2/21/23
Date Advertised:
Proj. No.: 23-091
Public Hearing Date: 4/10/23

Applicant: Carrie J Swinford Phone No.: (417)438-2959
Address: 3707 Wisconsin Ave Email: carrieswinford@yahoo.com
Owner: Heath Whitlow Phone No.: (417) 437-1731
Address: 4429 W 27th PL Email:
Location of Property: 4429 W 27th PL.
Present Use of Property: Residential
Proposed Use of Property: Childcare / Preschool
Current Zoning: Residential Acreage:

Surrounding Land Use and Zoning:

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

Character of the Neighborhood: single family neighborhood

Instructions:
The following checklist is to be completed **by the applicant**. Please indicate whether the following standards are met, in the applicant's opinion. A separate sheet explaining how each standard is met **must** be included with the application.

Yes	No	
☑	☐	Is deemed necessary for the public convenience at that location.
☑	☐	Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.
☑	☐	Is found to be generally compatible with the neighborhood in which it is proposed.
☑	☐	Will comply with the height and area regulations of the district in which it is located unless specifically granted.
☑	☐	Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from injurious effect.
☑	☐	Adequate utility, drainage, and other such necessary facilities have been or will be provided.
☐	☑	Should this Special Use Permit be valid only for a specific time period?

If yes, what length of time?_____

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

Hours of Operation: 8AM-3pm (School hours 9AM-3pm) if aftercare is offered it would be no later than 5 or 6pm.

Days of Operation: Mon - Fri

Number of Off-street Parking Spaces: ~~8~~ 6 This will depend on need/interest.

Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): _____

I am having a custom made wooden yard sign made that will blend w/ residential decor.

Number of Employees and/or Assistants: 3

Nature of Business: Preschool/Private school for children ages 4-6

up to but no more than 20 TB

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

Yes	No	
☑	☐	Completed and signed application.
☑	☐	Legal description of the property from a deed or certified survey. Must be legible.
☑	☐	Additional sheet explaining how the above criteria are met.
☑	☐	One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
☑	☐	One copy of a site plan of the property showing location of off-street parking and any required screening, location of the structure(s) or proposed structure(s), access to the site from public right-of-way, and any other information requested by staff, the Planning & Zoning Commission, or City Council.

Me →

✓ 6 Owner affidavit

Violation of any condition as part of an approved Special Use Permit will cause a complaint to be filed with the Municipal Court and the Permit to be suspended immediately requiring reapplication.

Applications that are incomplete or missing required documents will **not** be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

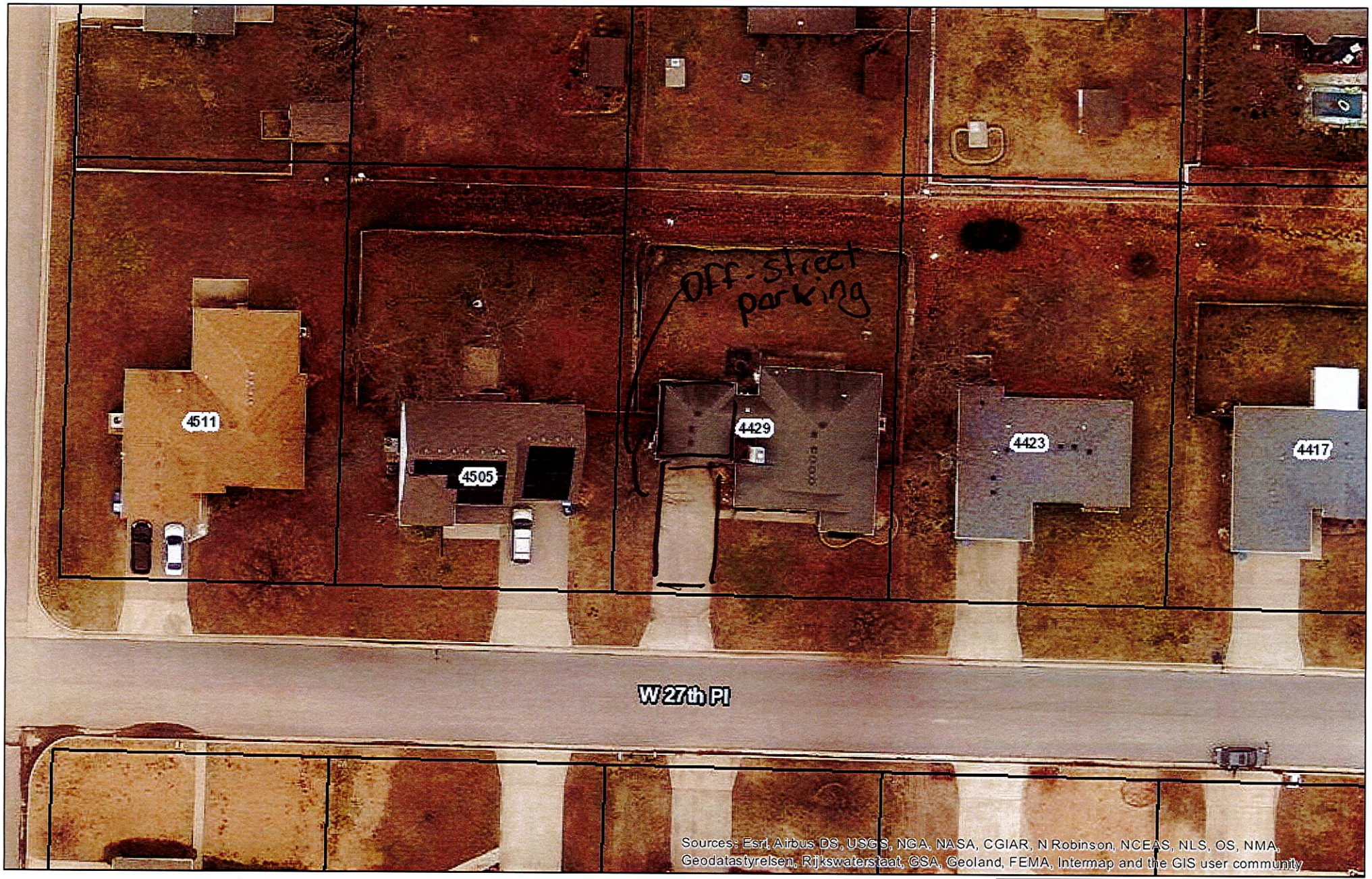
Signature: Amy Lee Sanford **Date:** 2/21/23

I intend to open a child care facility @ 4429 W 27th place beginning August 2023. I will serve NO more than 20 children ages 4-6. Children will be dropped off at 9Am + picked up at 3pm. There are 6 off street parking spots for employees + parents that have a meeting. ALL other traffic will be pull up/dropoff only + should not cause an issue with traffic as they will not remain parked during the day.

Converting this home into a preschool will not affect the character of the surrounding properties as play area will be in the fenced backyard + grounds will be kept clean + groomed.

Opening this center will benefit the community as there is a shortage

of quality child care in our area. Also, due to COVID lock-down, there has become even more of a need for preschool children to get social experiences before entering kindergarten.



Date: 2/6/2023

1 " = 47 '

0 0.00425 0.0085 0.017 mi

N

Joplin City Limits

Addresses

Jasper Parcels

Newton Parcels

Joplin Streets

Red: Band_1

Green: Band_2

Blue: Band_3

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.



STATE OF Missouri)
) ss.
COUNTY OF Newton)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now David whitlow (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as _____ see attached _____ (legal description) more commonly known as 4429 W 27th Pl. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for _____ to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: _____

_____
Signature of Owner

David H Whitlow
Printed Name

_____
Signature of Owner

_____
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 13th day of February, 2023.

_____
Notary

My commission expires: April 6, 2024

Rachel Holcomb
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
Newton County
COMMISSION # 16487402
MY COMMISSION EXPIRES: April 06, 2024

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

EXHIBIT A
LEGAL DESCRIPTION

FILE NO.: 112047967

The following described Real Estate, situated in the of and State of Missouri, to-wit:

All of Lot Numbered Twenty (20) in Cedar Ridge Subdivision, Plat No. 2 in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, as corrected by Instrument filed December 9, 1999 in Plat Book 18 at page 42.

Subject to building lines, conditions, easements, restrictions of record, and to any zoning laws or ordinances affecting this property, if any.

Being all and the same lands and premises conveyed to David H. Whitlow by David L. Whitlow and Pamela S. Emmert in a General Warranty Deed dated 06/23/2009 and recorded 06/29/2009 in Book 2135, Page 1204, in the Land Records of Jasper County, MO.

Tax Map No.: **19401800000106000**
Property Address: **4429 W 27th Pl, Joplin, MO 64801**

JASPER COUNTY HEALTH DEPARTMENT
105 Lincoln
Carthage, MO 64836
Phone (417) 358-3111 * Fax (417) 358-0494

April 21, 2023

David & Gelnna Whitlow
4429 W 27th Pl
Joplin, MO 64804

Subject: Heavy Metal Sampling at 4429 W 27th Pl, Joplin, MO

To Whom It May Concern,

This letter is to report the results of the soil sampling for heavy metals that was conducted on April 21, 2023 at 4429 W 27th Pl in Joplin, MO. Sampling showed that the property was below Jasper County Environmental Contamination Ordinance allowable limits for lead (400 ppm) and cadmium (75 ppm).

If you have any questions, please contact me at 417-358-0480.

Sincerely,

Sam Jones
Lead Inspector/EPHS II

Public Health
Prevent. Promote. Protect.

4429 W 27th Pl

19401800000106000

Sampled by: Sam Jones

Date	Sample Number	Section	Zinc	Lead	Cadmium	Cadmium +/-
4/21/2023	168	Surface	298	23	<ND	16
4/21/2023	169	Surface	270	56	<ND	16
4/21/2023	170	Surface	52	19	<ND	17
4/21/2023	171	Surface	245	18	<ND	13
4/21/2023	172	Surface	128	20	<ND	16
4/21/2023	173	Surface	95	21	<ND	18
4/21/2023	174	Surface	67	37	<ND	15
4/21/2023	175	Surface	84	19	<ND	18
4/21/2023	176	Surface	132	18	<ND	16
4/21/2023	177	Surface	65	66	<ND	16
4/21/2023	178	QA Sample	49	62	<ND	17

Spoke with Carrie

3/24/23
8:50 am

- Owner does not live at property - uses as mailing address
- State license - waiting to obtain permit from City - will not issue until SUP granted - probably not until June

Case 019-23: Special Use Permit

4429 W. 27th Pl-Special Use Permit-A Request for a Special Use Permit to operate a Group Day Care Home-Carrie J. Swinferd.

Ms. Carrie Swinferd, 3707 Wisconsin, Joplin, Missouri. Ms. Swinferd stated she would like to open a private preschool with a maximum of 20 children ages 4-6.

Ms. Phillips asked about the parking.

Ms. Swinferd stated there was a two-car garage and could park six in the driveway and there were six off street parking sites. There was a maximum of three employees and the offsite parking would accommodate parents.

Mr. Kimble asked if there were any questions from the Commission on Case 019-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 019-23.

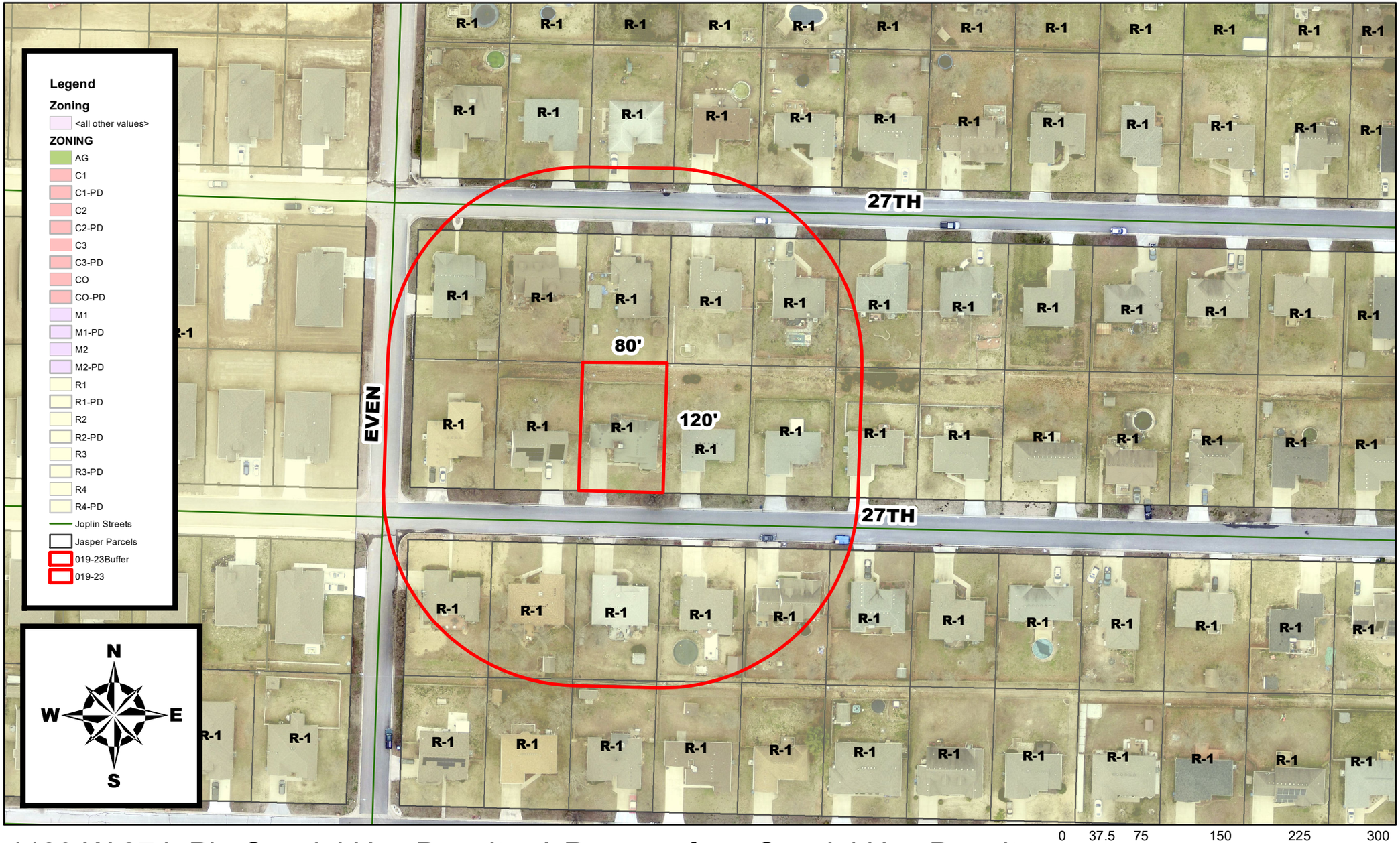
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 019-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 019-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. JACKSON SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 019-23 - Special Use Permit



4429 W 27th Pl - Special Use Permit – A Request for a Special Use Permit to operate a Group Day Care Home – Carrie J Swinferd

RESOLUTION NO. 2023-007

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Group Day Care Home, located at 4429 W 27th Pl in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on May 1, 2023, in compliance with said request.

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

That a Special Use Permit be granted to Carrie Swinferd for the operation of a Group Day Care Home located in the City of Joplin, Missouri, on the following described real estate, to-wit:

All of Lot Numbered Twenty (20) in Cedar Ridge Subdivision, Plat No. 2 in the City of Joplin, Jasper County, Missouri.

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

1. This Special Use Permit is issued to Carrie J Swinferd for the operation of a Group Day Care Home use at 4429 W 27th Pl.
2. The permit shall be for two (2) years.
3. Off-street parking for at least four (4) vehicles shall be provided.
4. Vehicles shall be legally parked curbside and/or the owner shall have parking areas provided.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes, and Chapter 62 – Licensing Rules for Group Day Care Homes and Child Day Care Centers, RSMo, as amended is required.
6. Compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.
8. The operator of the facility located at 4429 W 27th Pl. shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by Jasper County's Environmental Contamination Ordinance. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.
9. All regulations as stated in Appendix 29-A (Joplin Development Code) of the Joplin Municipal Code shall be followed at all times.
10. Any other conditions set by the City Council of the City of Joplin.

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

_____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-269 – Zoning District Change

MEETING DATE:
May 1, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 021-23: Rezoning – 216 N Wall Ave - A Request to rezone from District R-3 (Apartment House) to District R-3 HP (Apartment House, Historic Preservation) – Samuel Wimsett and Christina Williams Wimsett

BACKGROUND:
The owners are requesting that this property be designated as a local landmark and be added to the HP zoning overlay. The first owner was Joseph Benning Glover Jr. and Charles W Glover. Joseph owned the Glover Book and Paper Company, while Charles was associated with the Joplin Globe.

R-3 HP overlay zoning at this location is appropriate considering current use as a Single-Family Residential home and the property meeting the criteria for local landmark designation as reviewed and recommended for approval by the Historic Preservation Commission. The Commission approved the case for recommendation to the Planning and Zoning Commission on criteria:

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.

PLANNING & ZONING COMMISSION TESTIMONY:
Tyler Bellairs represented City of Joplin Zoning and Planning Department and presented the rezoning request.

PUBLIC COMMENT;
There was no public comment in opposition. Mr. Samuel Wimsett spoke in favor of the case. As the owners, they are seeking to preserve its historical value and wish to restore it. Ms. Steele asked if the property would become a rental and inquired about the property becoming an apartment. Mr.

Bolander stated that the City cannot prevent a property from becoming a rental. Mr. Bolander also said that the density requirements for an apartment would limit this property from becoming an apartment. Mr. Jackson asked if it would not be more prudent to rezone to R-1 if the intent was for this property to become a single-family home. Mr. Bolander explained that this property and the surrounding properties were platted with the intention of single-family homes. Mr. Bolander explained you can still build a single-family home in R-3.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-269
Planning & Zoning Commission recommends approval of Case 021-23 (6 in Favor, 1 Abstained)

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

Z&P Meeting: April 10, 2023
City Council Meeting: May 1, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 021-23 A Request to rezone from District R-3 (Apartment House) to District R-3 HP (Apartment House, Historic Preservation).

LOCATION 216 N Wall Ave

APPLICANT Samuel Wimsett and Christina Williams Wimsett

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Single-Family Residential	Approximately 0.1 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-3	R-3	R-3
Land Use	Single-Family Home	Single-Family Home	Single-Family Home	Apartments

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Wall Ave	Local	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The request is also consistent with the Future Land Use Map for this area.

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

There will not be any changes in use. The current zoning is suitable for Single-Family Residential. The proposed HP overlay will not cause a change in the use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. This request is to add the HP overlay based on the structure's historic significance.

DISCUSSION

The owners are requesting that this property be designated as a local landmark and be added to the HP zoning overlay. The first owner was Joseph Benning Glover Jr. and Charles W Glover. Joseph owned the Glover Book and Paper Company, while Charles was associated with the Joplin Globe.

R-3 HP overlay zoning at this location is appropriate considering current use as a Single-Family Residential home and the property meeting the criteria for local landmark designation as reviewed and recommended for approval by the Historic Preservation Commission. The Commission approved the case for recommendation to the Planning and Zoning Commission on criteria:

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.

Staff recommends approval of Case 021-23.
Historic Preservation Commission recommends approval of Case 021-23.

ENCLOSURES

- Map of property
- Application

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

Review Criteria. A rezoning shall be reviewed according to the following criteria:

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

Rezoning Application

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

Office Use Only
Case No.: O21-23
Filing Fee: ~~$550.00~~
Received: 3/23/23
Date Advertised: 3/23/23
Proj. No.: 23-153
Public Hearing Date: 4/10/23

Applicant: Samuel Winsett & Christina Williams Phone No.: 417 392 0786
Address: 2602 S Kingsdale St 64804 Email: _____
Owner: Samuel Winsett & Christina Williams Phone No.: _____
Address: 2602 S Kingsdale St 64804 Email: _____
Location of Property: 216 N. Wall Ave 64801
Present Use of Property: Single-family
Proposed Use of Property: single-family
Current Zoning: R-3 Requested Zoning: R-3 HP

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	single-family	R-3
South	single-family	R-3
East	Apartments	R-3 PD
West	Single-Family	R-3

Character of the Neighborhood: Mostly single-family homes

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: NA

Unique Characteristic of Property and/or Additional Comment:

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

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐ NA	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: [signature] **Date:** 3/23/23

Completed by City Staff after HPC

R-3 to R-3 HP

JOPLIN | HISTORIC PRESERVATION COMMISSION

HISTORIC PRESERVATION COMMISSION OF THE CITY OF JOPLIN

RESOLUTION NO. 2023-01

WHEREAS, the **Historic Preservation Commission** of the City of Joplin, at a public meeting held on March 21st, 2023, received the Historic Landmark Nomination Form for The Glover House located at 216 N. Wall Avenue in the City of Joplin, Jasper County, Missouri; and

WHEREAS, the form was presented by Samuel Wimsett and Christina Williams Wimsett, owners, and found to be in proper form; and

WHEREAS, at a public meeting held on March 21st, 2023, the Historic Preservation Commission found that all the evidence presented in the Nomination Form and developed in research of the existing records supported the requirements of Section 29 of Appendix 29-A (Zoning Code) of the Joplin City Code and that the subject The Glover House met one or more of the Criteria for Consideration of Nomination as directed in paragraph 29.10 of that Code;

NOW, THEREFORE, BE IT RESOLVED by the **Historic Preservation Commission** of the City of Joplin, as follows:

That the property on the following described real estate to-wit:

All of Lots Numbered 121 in Wilson & Hutton's First Addition, in the City of Joplin, Jasper County, Missouri;

be recommended by this **Commission** to be designated an "Local Landmark" under the definitions and requirements of Section 29 of Appendix 29-A (Zoning Code) of the Joplin City Code, and that this Resolution with the report and nomination form be sent to the Zoning and Planning Commission of the City of Joplin, and that the appropriate Ordinance designating the above said property Zoning District Overlay "HP" be adopted by the City Council of the City of Joplin.

PASSED BY THE **HISTORIC PRESERVATION COMMISSION** OF THE CITY OF JOPLIN, MISSOURI, this Twenty-first Day of March, 2023.

Jill Halbach
Chairperson

HISTORIC JOPLIN PRESERVATION COMMISSION

STAFF REPORT

APPLICANT:

Samuel Wimsett and Christina Williams Wimsett

OWNER:

Samuel Wimsett and Christina Williams Wimsett

ADDRESS AND LANDMARK NAME:

216 N. Wall Avenue, Joplin, Missouri 64801
The Glover House

PRESENT USE:

Single Family Residential (Zoned R-3)

HISTORIC USE:

Single Family Residence

PHYSICAL DESCRIPTION:

Date of Construction: Established 1895

Architectural Style: Victorian Folk Type

Construction: Date of construction is consistent with Victorian Era architectural style (1855-1910) and Folk architectural type likely best suited to classify the architecture as it is the most common type associated with the Victorian Style for modestly designed homes incorporating features of the archetypal subtypes of Victorian architecture. Noteworthy for this house, the construction is symmetrical, which in not typical for Victorian era except for Victorian Style Symmetrical Type architecture of the Second Empire Subtype. However, the modest home similarity to Second Empire ends there. The configuration of the roof would add argument to assigning the house to the Stick Type of Victorian Style, but asymmetrical front façade being such a prominent component of Stick Type, Staff feels confident the Folk Type Victorian is likely best suited to classify the house.

Site: Wilson & Hutton's 1st Addition to the City of Joplin, Lots 121.

HISTORICAL SIGNIFICANCE:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;*

   This category is typically not applied to single family homes being nominated for local landmark status.

2. *Its location as a site of a significant local, county, state, or national event;*

   Not applicable to this nomination

3. *Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;*

   Joseph Benning Glover, Jr. (First Owner) & brother Charles W Glover. Joseph was the owner of the Glover book & Paper Company at 302 S Main Street. Charles Glover was the owner of the Glover Book & Paper Company, while Charles Glover was associated with the Joplin Globe and noted for his many roles in early industry in the City's formative years following incorporation.

   Finding: The building meets the requirements of criteria 3 for its association with Joseph Benning Glover, Jr & Charles W Glover.

4. *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;*

   The property has many Victorian features still remaining, also many removed, however the Folk type is a general classification of the Victorian Style that used to classify a home that cannot be classifies to the archetypes that embody the architectural style. Therefore this category would not typically be used for this architectural type.

5. *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;*

   Not applicable to this nomination.

6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;*

   Not applicable to this nomination.

7. *Its embodiment of design elements that make it structurally or architecturally innovative;*

   Not applicable to this nomination

8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*

Not applicable to this nomination.

9. *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*

    Not applicable to this nomination.

10. *Its suitability for preservation or restoration.*

    Finding: The site meets the requirements for criteria 10 as staff would rate the integrity of the resource as fair or better.

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)

STAFF RECOMMENDATION:

Staff recommends The Glover house, located at 216 N. Wall Ave, be forwarded by HPC Resolution to the Planning & Zoning Commission, to be added to the HP zoning overlay, and be designated as a local landmark.

SUPPORTING DOCUMENTS:

Documents included in determination were attached to application.

HISTORIC JOPLIN PRESERVATION COMMISSION

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

HPC Case No._____

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION

Address: 216 N. Wall Avenue, Joplin, MO 64801

Property Name (historic or common): The Glover House

OWNER INFORMATION

Name: Samuel Wimsett and Christina Williams Wimsett Phone: 417-392-0786

Address: 2602 S. Kingsdale St. Joplin, MO 64804

FORM PREPARED BY (If other than owner)

Name:_____ Phone: _____

Address: _____

Relationship to Owner: _____

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

CLASSIFICATION

Present Use: _____

Single family residence zoned R3, will remain single family Historic Use (if known): Single family residence

Public or Private: private Occupied or Unoccupied: Unoccupied during restoration

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)

Construction Date: 1895

Architect and/or Builder (if known): _____

Building Materials (foundation, walls, roof, etc.): Stone foundation, wood frame, decorative wood fascia at gables, mix of metal and wood siding, wood sash windows with stained glass at five prominent locations

Architectural Style: Folk Victorian

Site Description (property and surrounding area): Wilson & Hutton 1st Addition - Lot 121 Single lot on North Wall flanked by houses of the same period.

HISTORICAL SIGNIFICANCE

(*Must meet at least one of the following, but please provide a brief description of how the nominated landmark meets the significance for any requirement that applies below – attach a separate sheet if needed).

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: This home would be the second to receive a local historic designation in the Wilson & Hutton area and represents a unique and modest house example compared to the historic home at 220 N Pearl. Should the North Heights neighborhood succeed in receiving a historic neighborhood designation, which could incorporate Wilson-Hutton, this home would be a contributing structure.

2. Its location as a site of a significant local, county, state, or national event: UNKNOWN

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: The home was first owned by Joseph Benning Glover, Jr. 1895 He owned The Glover Book & Paper Company at 302 Main St. He was also a superintendent at City Gas Works. The next owner was his brother Charles W. Glover. Charles was called a "pioneer citizen" by the Joplin Globe. He held many jobs in mining and banking, and newspapers. The home passed to his daughter Inez White, then her daughter Charlotte McGuinness.

4. 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: The home is a good example of Folk Victorian style. It is a 2-story gablefront plan with embellished trim and brackets, but is less elaborate than other Victorian styles. It features two porches at each side of the main gable. Numerous colorful stained glass windows give the home a distinctive charm.

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: UNKNOWN

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: N/A

7. Its embodiment of design elements that make it structurally or architecturally innovative: N/A

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: N/A

9. 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: N/A

10. Its suitability for preservation or restoration: The house retains many unaltered original features including the hardwood floors which will be refinished. Original stained glass windows, doors and hardware, interior pocket doors, and stained wood trim and moldings throughout will remain preserved.

(*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*)

SUPPORTING DOCUMENTS

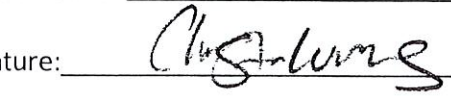
A. Bibliography – Please provide a list of all sources used to complete this nomination form.
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available).
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark.

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: Christina Williams Wimsett

Signature:  Date: 03/13/2023

*If the property owner would additionally desire a historic marker to be placed on the property, please complete and submit the following application with this Local Landmark Nomination Form.

HISTORIC JOPLIN PRESERVATION COMMISSION

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

Local Landmark Marker Application Form

Name: Samuel Wimsett & Christina Williams Wimsett

Date: 01/18/2023

Address: 2602 S. Kingsdale St., Joplin, MO64804

Phone: 417-392-0786

Address of Historic Property: 216 N. Wall Ave., Joplin, MO 64801

Property Owner (if different from above): _____

Historic Title/ Name of Property: The Glover House

Date of Original Construction: 1895

Historic District (if applicable): North Heights

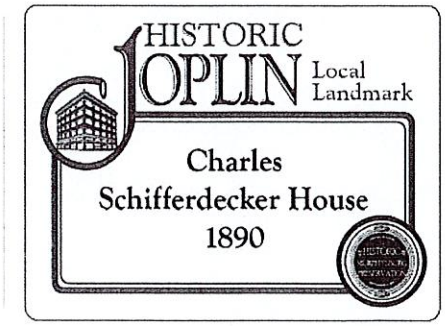
All historical data is subject to verification. Applicants will be notified by letter if there is a discrepancy in the verification process.

A metal pole will be provided with the installation of the marker, or the property owner may place their own post.

- ☒ I wish to use the pole provided by the city
- ☐ I am requesting to install my own post. Attached is a picture and description

Please return both pages of this application to the Historic Joplin Preservation Commission. Allow 6-8 weeks for processing and printing

Thank you,
Historic Joplin Preservation Commission



Local Landmark Sign with
Murphysburg Designation

Above: Local Landmark sign with a Murphysburg designation. Please note properties not in designated districts *will not* specify a designation in the lower right-hand corner.

HISTORIC JOPLIN PRESERVATION COMMISSION

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

Local Landmark Marker Display Guidelines

In order to maintain a consistent use and display of the Local Landmark Markers, the Joplin Historic Preservation Commission (JHPC) has set forth the following Display Guidelines:

Pole/Standard:

A metal pole will be provided with the installation of the marker. An alternative post/standard may be utilized by the property owner at their own expense. HJPC will approve such poles based on the following criteria:

1. The style of the post/standard must complement the individual architectural style of the building, home, site or structure. For example: a Victorian post/standard for a Victorian structure, a Craftsman post/standard for a Craftsman Bungalow.
2. The height of the marker and post should be no higher than six (6) feet.

Marker Installation:

- Markers shall be installed on the outside edge of the property line at a distance no less than two (2) feet and no more than eight (8) feet from the sidewalk.
- At intersections, the Marker must be placed on the corner of the property facing the intersection. All other Markers must be placed facing the street.
- The height of the Marker and post should be no higher than six (6) feet.

Maintenance:

- Markers shall be maintained to be free of obstructions and clearly visible.
- Maintenance, replacement, repair due to weather, vandalism etc., of the marker is the responsibility of the property owner.

Continued Use:

- Markers are the property of the Historic Joplin Preservation Commission.
- Markers may not be removed without the approval of the HJPC.
- Any change in the display location of the marker and post shall be submitted in writing to the HJPC for approval.

I have read and agree to the above guidelines.

Name: Christina Williams Wimsett

Date: 03/13/2023

NOTES REGARDING 216 North Wall Avenue

Joseph B. Glover, Jr. listed in the 1895 Woods Directory at 216 N Wall
216 N Wall shown on the 1900 Sanborn map
216 N Wall NOT shown on the 1880 Sanborn map

1880 US Census Jasper County, Joplin Enumeration District 68
Joseph Glover, Sr.; occupation Mining Superintendent and
family including Joseph Jr. occupation Bookkeeper
Family living on Hill Street in Joplin

1900 US Census Joplin Ward 4 District 0039
Joseph Benning Glover, Sr.
Family living at 716 S Joplin Street; occupation was Landlord
Born December 26, **1825** in Montgomery County, Kentucky | **Died** May 1, **1903**
Occupations: Clerk in 1860; Grocer in 1870; Bookkeeper in 1880
Children: Peter Guerrant Glover, **Charles W. Glover**, Minnie F *Glover* Fallon; **Joseph Benning Glover, Jr.**; Charlotte Fern Glover, Mary Belle *Glover* Campbell

Find A Grave, Death Certificate
Joseph Sr's First Wife: Mary M. Nelson
Joseph Sr's *Second* Wife: **Charlotte Ann *Taylor* Glover**
Born in Virginia February 10, 1834
Died May 18, 1924 at 201 S. Moffet Avenue, Joplin (owned 201 at first evidenced in 1909)
Joseph and Charlotte Buried at: Fairview Cemetery, Joplin

Missouri, Jackson County Marriage Records
Joseph and Charlotte married October 12, 1852 in Jackson County, Missouri

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1900 US Census Joplin Ward 03, District 0038 and Find A Grave
Joseph Benning Glover, Jr.
Living at 216 N. Wall without a mortgage
Born January 18, **1861** in Independence, Missouri
Died July 10, **1945** in Kansas City, Missouri
Buried Mount Moriah Cemetery in Kansas City, Jackson County, Missouri
Father: **Joseph Glover, Sr.** | Mother: Charlotte Ann Taylor Glover
occupation: Supt Mines in 1900

Obit Joplin Globe: owned Glover's Book Store at 302 Main Street in Joplin and
Glover's Book Store in Kansas City, Mo.

1902 and 1903 City Directory shows Joseph Jr. at 216 N Wall

Obit in Joplin Globe: Served as Joplin City Collector and Treasurer in 1895

1920 US Census shows occupation as a Salesman at a Book & Stationery Store

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Wife of Joseph B Glover, Jr = **Mattie A. *Campbell Glover***
Born January 5, **1870** in Kentucky
Died October 7, **1942** in Kansas City, Jackson County, Missouri
Buried Mount Moriah Cemetery in Kansas City
1920 US Census: Whole family living at 3219 Euclid Avenue, KCMO

Missouri Marriage Licenses
Marriage license to Joseph recorded on January 26, 1894 in Carthage, Mo.

Sons: Lewis C. Glover born May 1883 in Missouri; Campbell D. Glover
Daughter: Julie or Lulie M. Glover born January 1895 or 1897 in Missouri
Daughter: Edith born 1899 (possibly Mrs. Fred Bragg)

1910 US Census Joplin Ward 3, North Division
"Colonel" Charles W. Glover
Living at 216 N. Wall in 1910
Born August 4, **1854** in Independence, Missouri
Died August 23, **1942** in Joplin, Missouri
Buried Mount Hope Cemetery, Webb City
Father: **Joseph Bending Glover, Sr.** | Mother: Charlotte Ann *Taylor* | Brother of Joseph Jr.

Joplin Globe article, August 5, 1934: Occupation: bookkeeper and cashier of the Joplin Mining and Smelting Co. and head of the collections department of *The Globe and News Herald*, Superintendent of the Joplin Water Company

1900 US Census: Family living at 720 S Wall; occupation "Miner Zinc Head"

Joplin Globe Feb 8, 1935: **Charles Samuel Glover** was Charles W. Glover's uncle. **Charles S. was** one of two remaining Confederate veterans living in Joplin in 1935. Charles S. born July 1, 1837 in Bath County, Kentucky; moved to Jackson County, Missouri in 1858; died February 7, 1935 in Joplin. He lived at 2020 Jackson Avenue, Joplin.

Find A Grave
Gussie K. *Keller* Glover
Born June 30, **1859** in New York, New York County (Manhattan), New York
Died March 4, **1937** in Joplin
Married Charles September 21, 1883
Buried at Mount Hope Cemetery, Webb City
Her father was Marx E. Keller; Mother was Mary Amelia Keller; parents born in Germany
Daughter **Inez *Glover* White** and son Harold E. Glover and son Ross R. Glover

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Obituary in Joplin Globe: Lived at 216 N Wall
Inez *Glover* White
Born October 1, **1896** | **Died** August 19, **1974**

Occupation: teacher in Joplin public school system & later secretary to school superintendent
Married to Lawrence White on November 24, 1920 in Chicago. He was born October 2, 1895; died August 15, 1965 or 66? | Both Buried at Mount Hope Cemetery
Daughter: **Charlotte Ann *White* McGinness**

Obituary in Joplin Globe
Charlotte Ann *White* McGinness
Born May 17, 1929 in Joplin
Died January 17, **2006** in Joplin
Married **Charles Cornick McGinness** on December 26, 1959 in Miami, Oklahoma
Charles born 1922 at Alva, Oklahoma and died **May 8, 2016** in Joplin.
Both Buried at Mount Hope Cemetery

Houses passed to Charles' sister named Constance P. Davis. House sold to Christina Williams by Anne Davis.

Obituary from Find A Grave

Charles Cornick McGinness, age 93, of Joplin, Missouri passed away Sunday, May 8, 2016 following a recent decline in health.

He was born in Alva, Oklahoma to Charles and Frances (Cornick) McGinness.

Charles was an educator for Crowder College for 17 years retiring in 1987. He attended MSSU and received his Masters degree from Pittsburg State University. Charles served his country during World War II with the United States Army Signal Corps from 1942-1943 and was also an Army Reservist for one year. He was a member of the First Presbyterian Church where he was in the orchestra and played the clarinet. He was a member of Fellowship Lodge #345 AF & AM, Scottish Rite Shrine Club Mirzah, Pittsburg, Kansas for 50 years as well as a member of the Order of the Eastern Star. He was an Eagle Scout. He enjoyed stamp collecting, chess, music, model rail roads and, electronic projects.

He married Charlotte White on December 26, 1959 in Miami, Oklahoma and she preceded him in death in January 2006.

Charles is survived by one sister, Constance P. Davis, Omaha, Nebraska; two nieces, Dr. M. Elizabeth Davis, Omaha, Nebraska, Dr. Catherine Davis, Windsor, Colorado; one nephew, Allen McGinness, Dallas, Texas; and special friends, Kelly Peterson and Melissa Purcell, both of Joplin, Missouri.

Funeral services will be 2:00 p.m. Thursday, May 12, 2016 at the Thornhill-Dillon Mortuary with Dr. Dave Burgess officiating. Burial will follow at Mt. Hope Cemetery. Masonic services will be at 6:00 p.m. Wednesday at the mortuary with visitation following until 7:00 p.m.

Parental links Suggested By: Allen McGinness, 16 May 2019

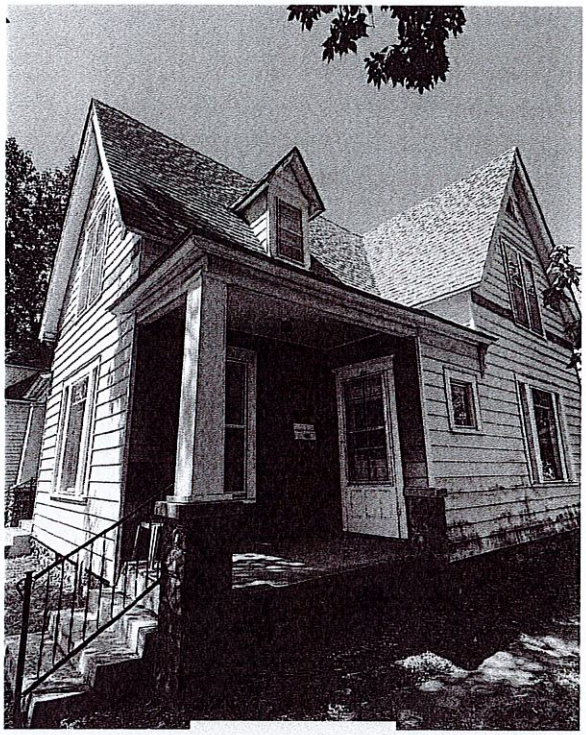
Obituary Joplin Globe: Charles married Lola Lorean Gibbs McGinness on October 26, 2006, just nine months after first wife's death! (born December 25, 1917, died April 6, 2008) Lola and her first husband owned "The Colonel's Pancake House" in Joplin. His name was "Colonel" Floyd Lee Weaver.

History of Jasper County, Missouri, and Its People Volumes 1 & 2: There was a **James B. Glover** (alternative spelling J.B. and Jas. B. and Jas.) written about in Joplin history, but Mary Anne cannot attribute James as any relation to Joseph Sr. or Jr.

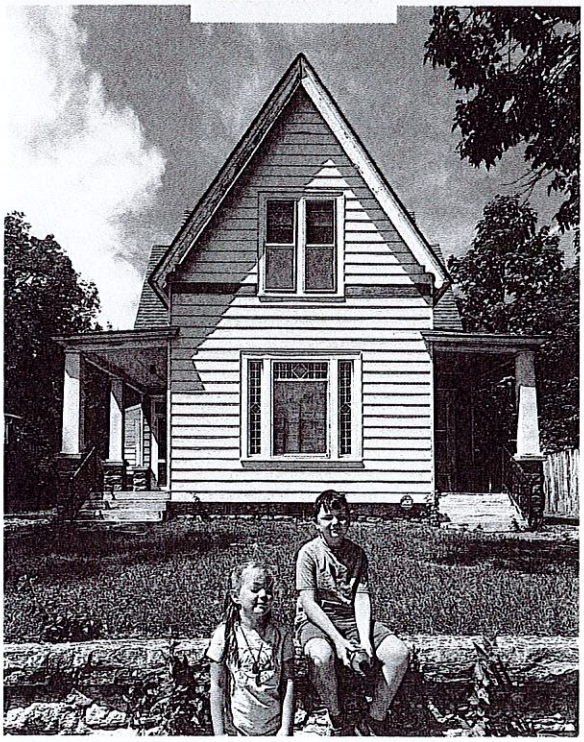
PHOTOS

PHOTOS OF CURRENT CONDITION

EXTERIOR - BEFORE AND AFTER PAINT, REPAIRS

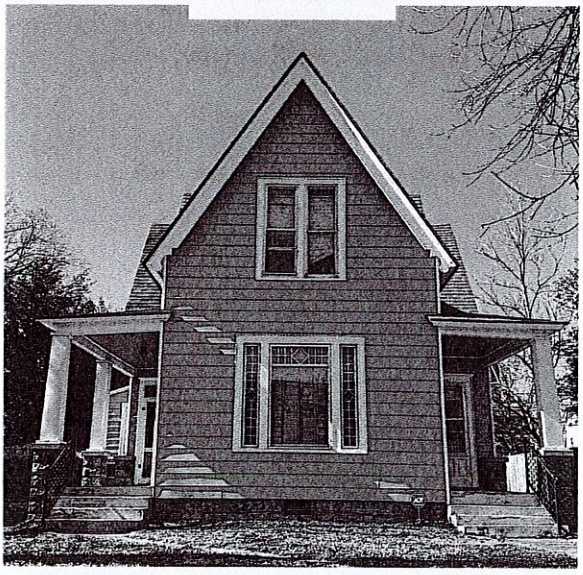


BEFORE





AFTER





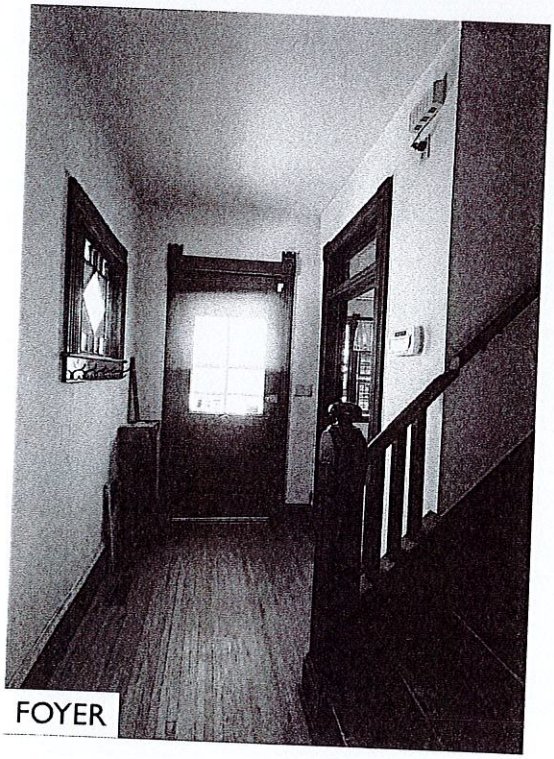
PHOTOS OF CURRENT CONDITION

INTERIOR - 1ST FLOOR



ROOM 1

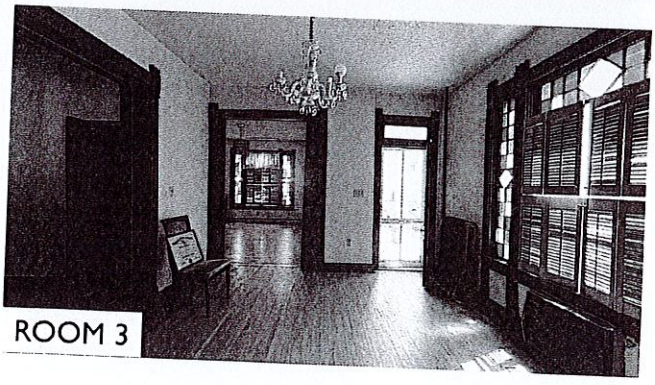
RENOVATION PLANS:
Refinish hardwood floors, remove popcorn ceiling, repaint walls, new lighting



FOYER



ROOM 2

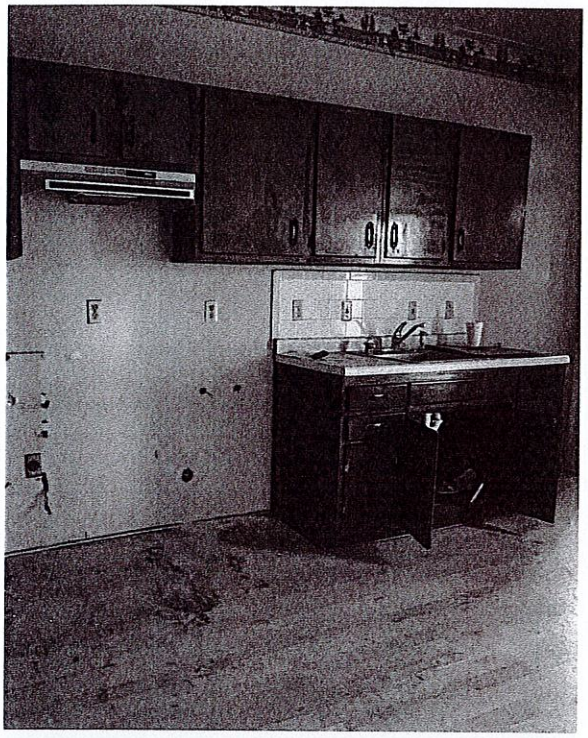


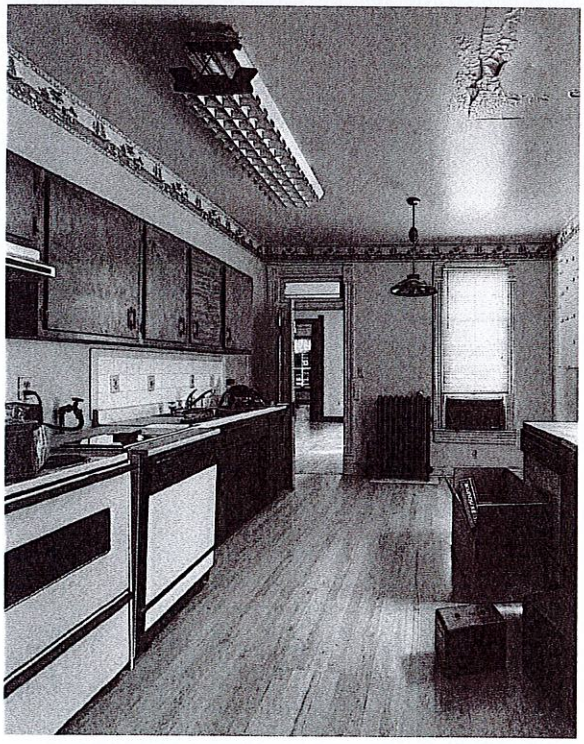
ROOM 3

SUPPORTING DOCUMENTS: 216 N WALL

PHOTOS OF CURRENT CONDITION

INTERIOR - 1ST FLOOR KITCHEN

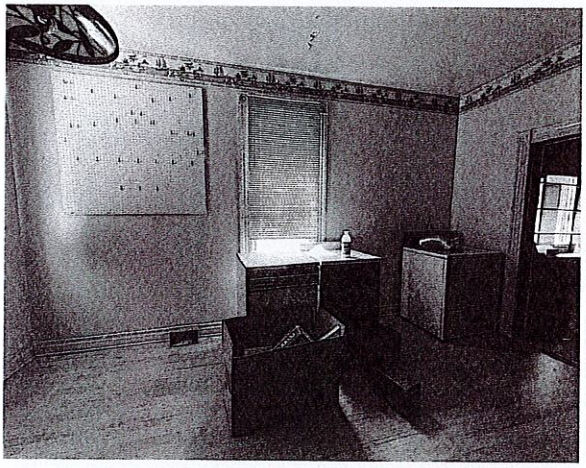


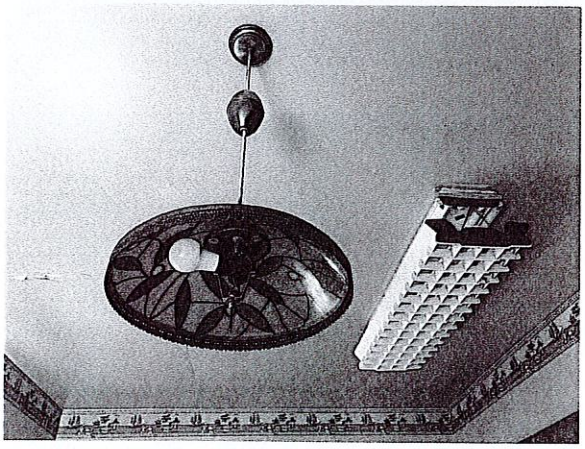


RENOVATION IN PROGRESS

The kitchen will receive all new cabinets, hardware, and appliances. Flooring, plumbing fixtures, and non-historic lighting will be replaced. The wallpaper border will be removed and walls patched and repainted.

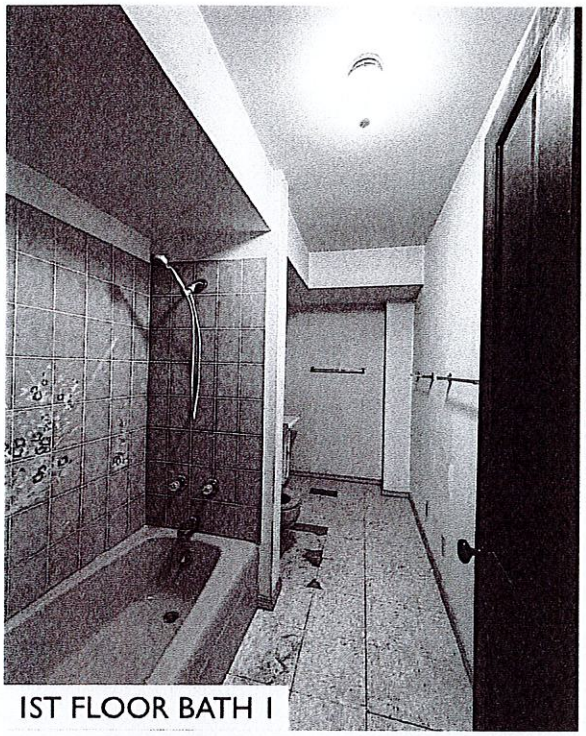
Electrical upgrades will include retrofit LED canless lights, undercabinet lighting, and restoration of existing atomic pendant with stained glass.



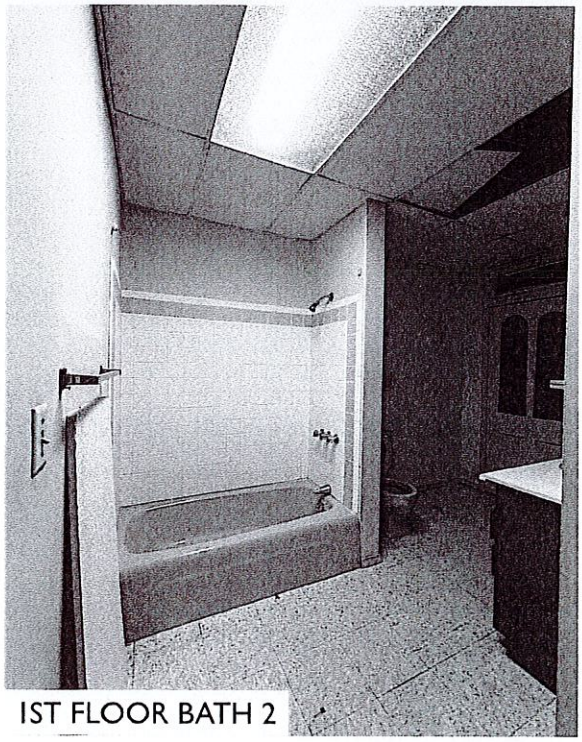


PHOTOS OF CURRENT CONDITION

INTERIOR - 1ST FLOOR BATHROOMS



1ST FLOOR BATH 1



1ST FLOOR BATH 2

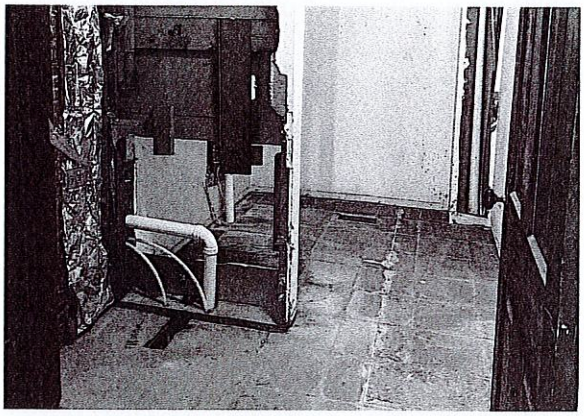
RENOVATION IN PROGRESS

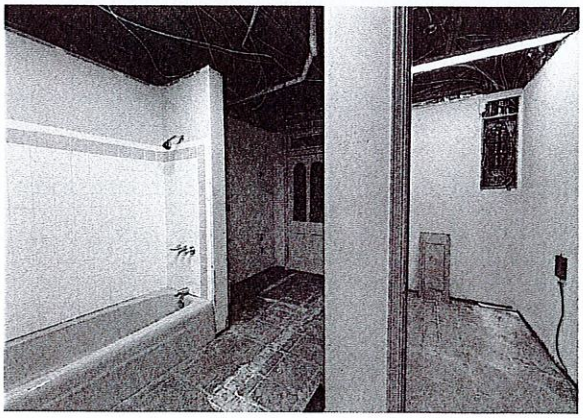
All plumbing has been replaced with pex piping and roughed in for new fixture locations.

"Blue bath" will be converted to a laundry room and 1/2 bath with all new fixtures, flooring, and lighting.

"Pink bath" will keep the vintage tub and wall tile and receive a new vanity, toilet, fixtures, flooring, ceiling, and lighting.

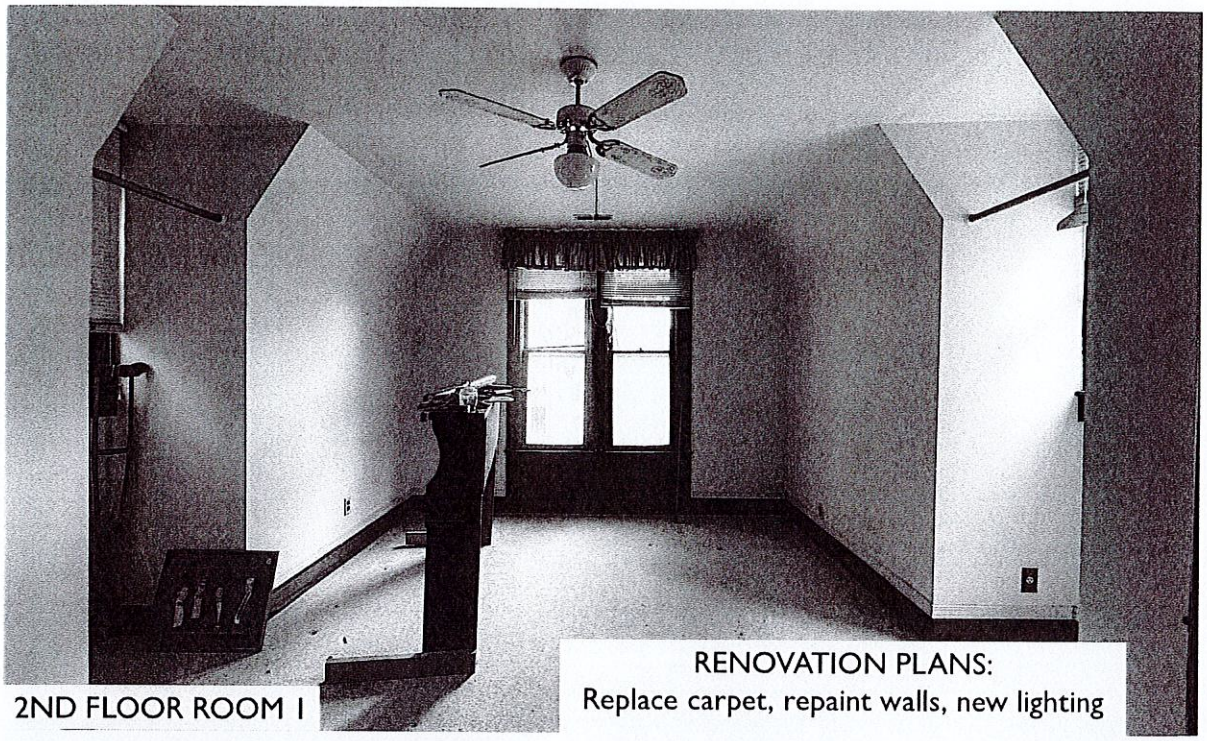
Electrical upgrades are also to be completed in March 2023.





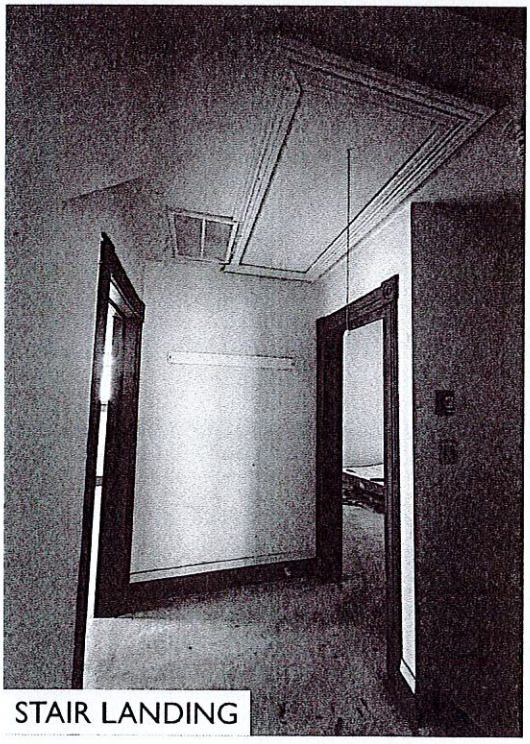
PHOTOS OF CURRENT CONDITION

INTERIOR - 2ND FLOOR BEDROOMS

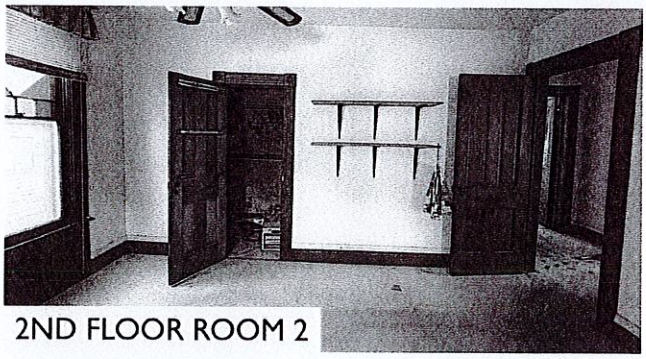


2ND FLOOR ROOM 1

RENOVATION PLANS:
Replace carpet, repaint walls, new lighting



STAIR LANDING



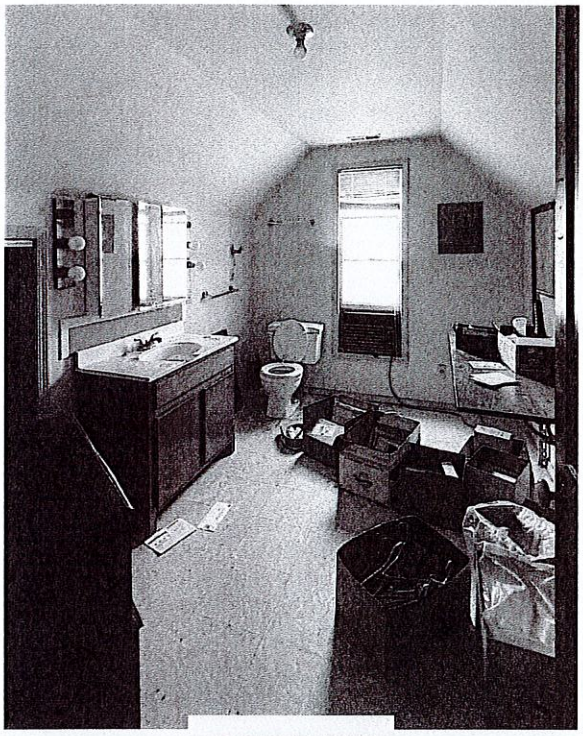
2ND FLOOR ROOM 2



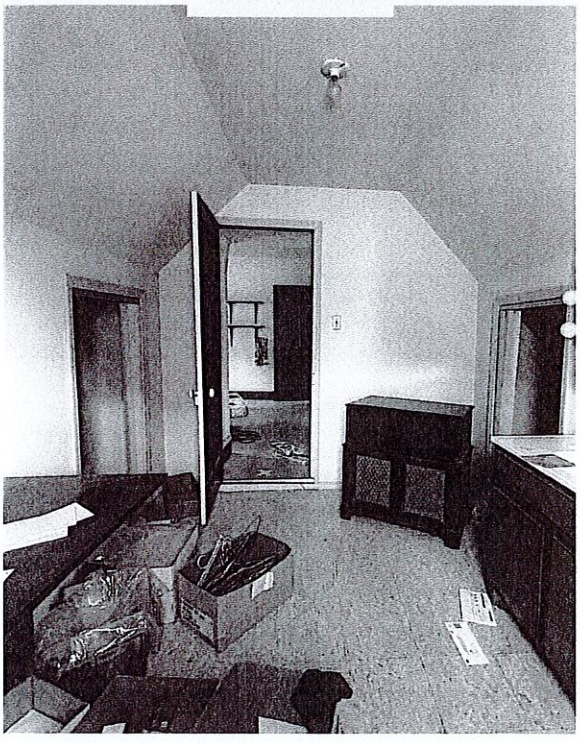
2ND FLOOR ROOM 3

PHOTOS OF CURRENT CONDITION

INTERIOR - 2ND FLOOR BATHROOM



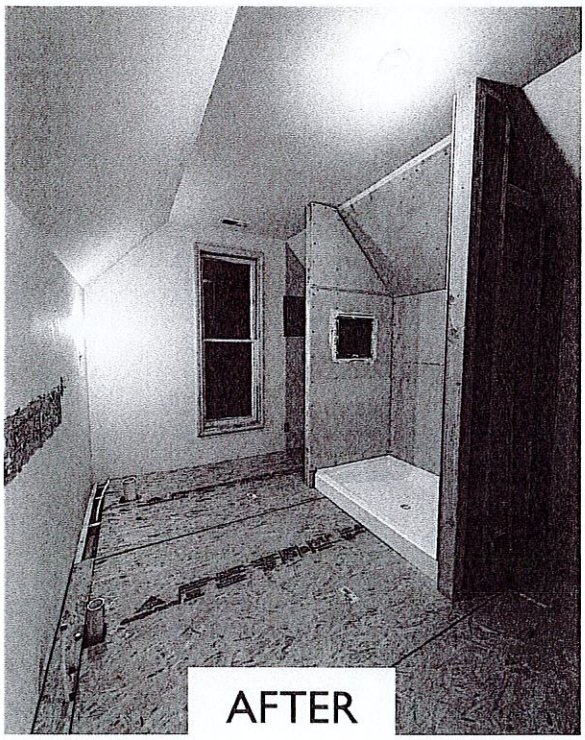
BEFORE



RENOVATION IN PROGRESS

All plumbing has been replaced with pex piping and roughed in for new fixtures throughout. The floor has been raised 3" to be level with the adjacent bedroom.

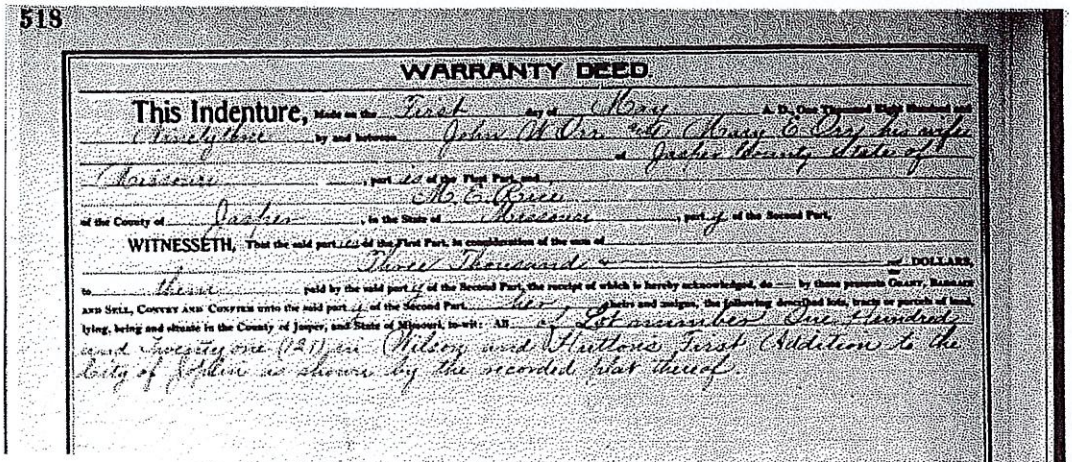
A shower has been added and a new vanity, toilet, flooring, and lighting will be installed.



AFTER


DEEDS

1893



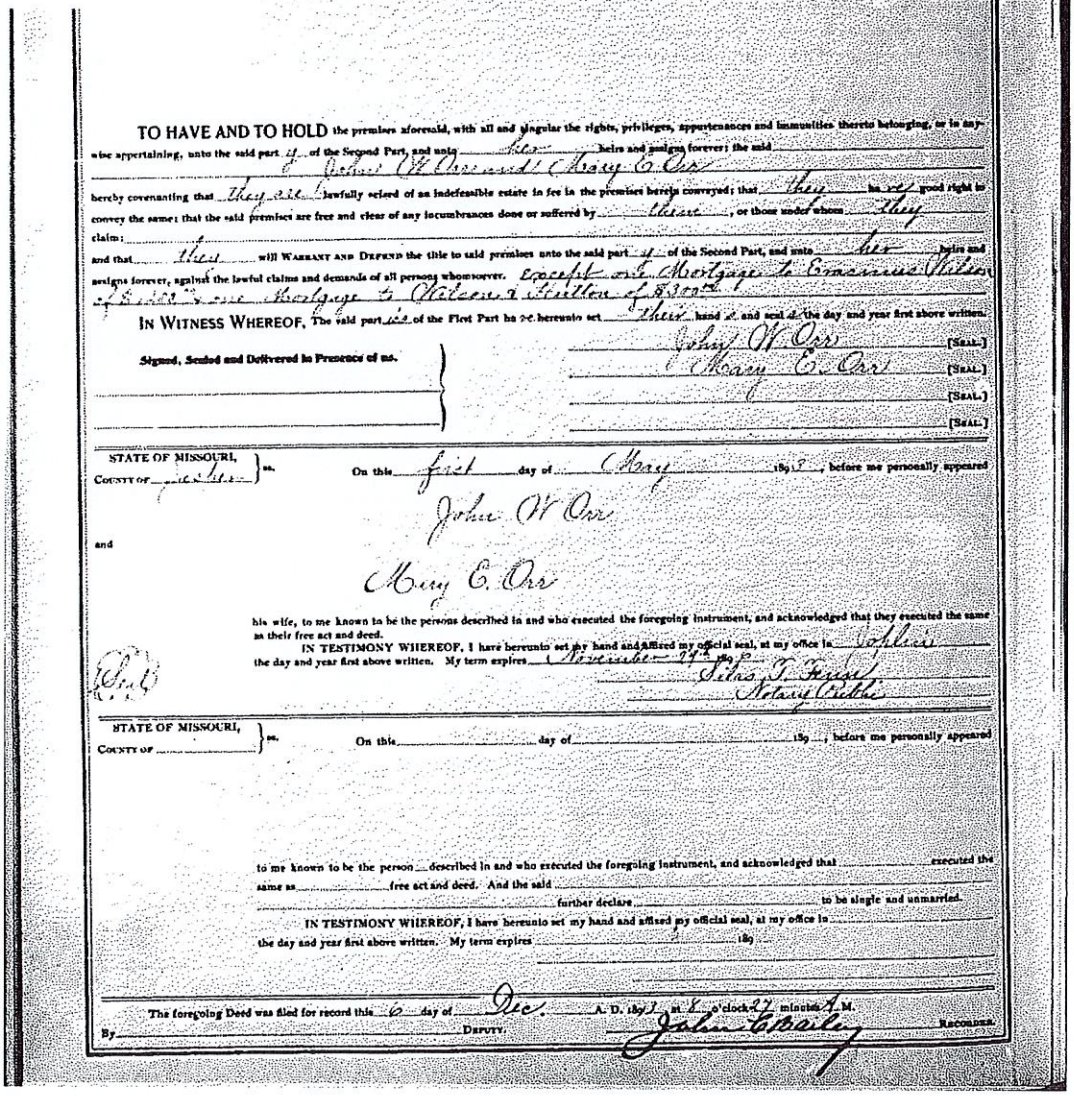
518

WARRANTY DEED

This Indenture, Made on the First day of May A. D. One Thousand Eight Hundred and Ninety three by and between John W. Orr and Mary E. Orr his wife of Jasper County State of Missouri, parties of the First Part, and M. E. Price of the County of Jasper, in the State of Missouri, party of the Second Part,

WITNESSETH, That the said parties of the First Part, in consideration of the sum of Three Thousand ($3000) DOLLARS, to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party of the Second Part, her heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper, and State of Missouri, to-wit: All of Lot number One Hundred and Twenty one (121) in Wilson and Hartlow's First Addition to the City of Joplin as shown by the recorded plat thereof.

Source:
Jasper County Register of Deeds Office



TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said party of the Second Part, and unto her heirs and assigns forever; the said parties of the First Part hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any incumbrances done or suffered by them, or those under whom they claim; and that they will WARRANT AND DEFEND the title to said premises unto the said party of the Second Part, and unto her heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. Except one Mortgage to Emerine Wilson of $300.00 and one Mortgage to Wilson & Hartlow of $300.00

IN WITNESS WHEREOF, The said parties of the First Part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of us.

John W Orr [SEAL]
Mary E. Orr [SEAL]
[SEAL]
[SEAL]

STATE OF MISSOURI, COUNTY OF Jasper } ss. On this first day of May 1893, before me personally appeared John W Orr and Mary E. Orr his wife, to me known to be the persons 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 Carthage the day and year first above written. My term expires November 14th 1896

Silas T. Fergus
Notary Public

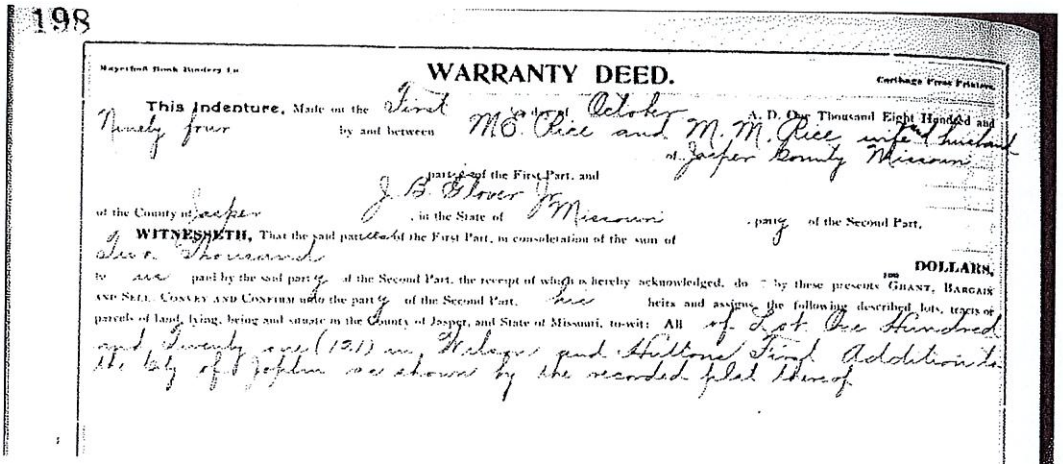
STATE OF MISSOURI, COUNTY OF _____ } ss. On this _____ day of _____ 18__, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in _____ the day and year first above written. My term expires _____ 18__

The foregoing Deed was filed for record this 6 day of Dec. A. D. 1893 at 1 o'clock 27 minutes P. M. Recorded.

By _____ Deputy. John Cobaily

1894

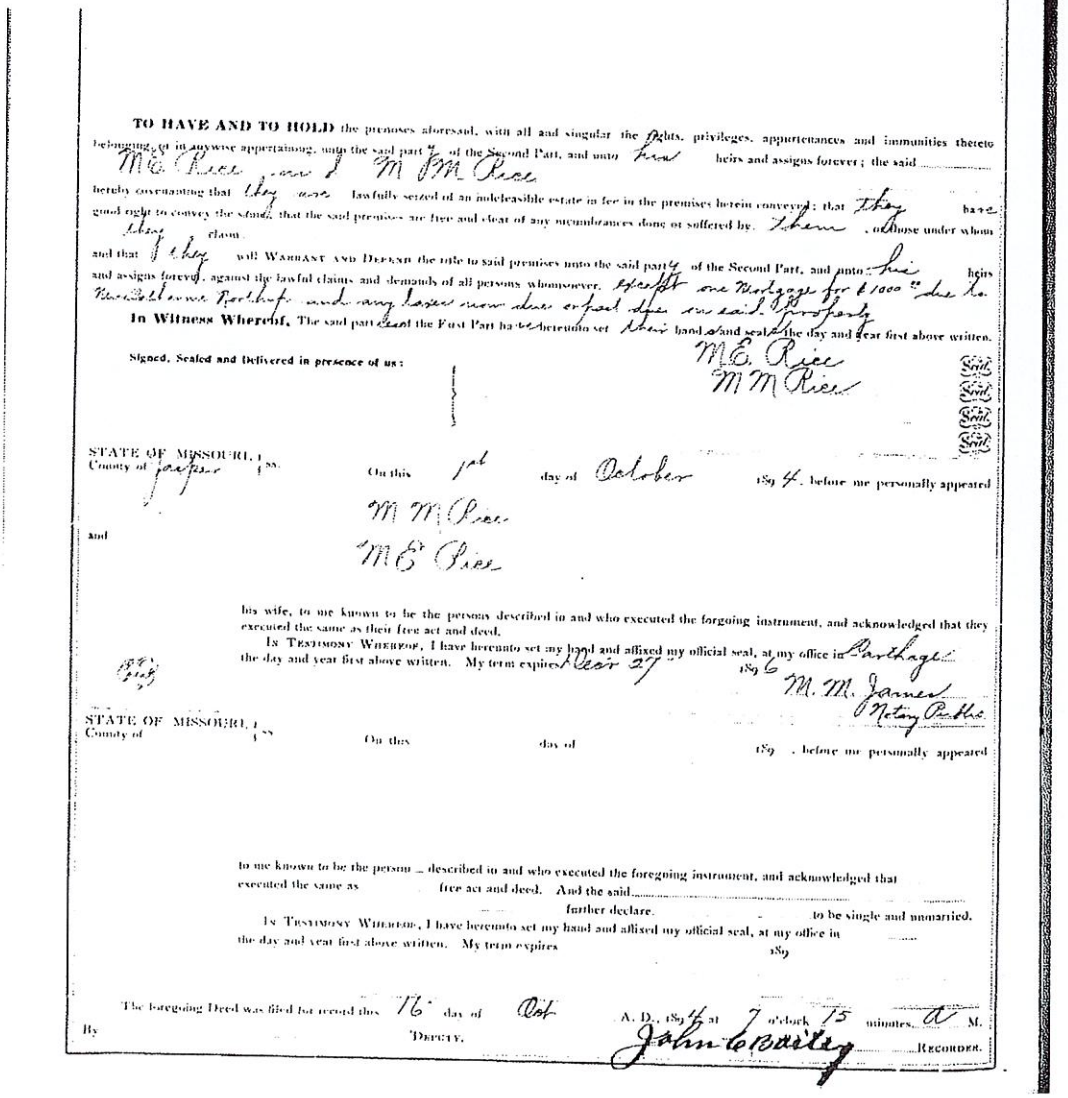


198

WARRANTY DEED.

This Indenture, Made on the First day of October A. D. One Thousand Eight Hundred and Ninety four by and between M.E. Rice and M. M. Rice wife & husband of Jasper County Missouri parties of the First Part, and J. B. Glover of the County of Jasper, in the State of Missouri party of the Second Part,

WITNESSETH, That the said parties of the First Part, in consideration of the sum of One Thousand DOLLARS, to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the party of the Second Part, his heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Jasper, and State of Missouri, to-wit: All of Lot One Hundred and Twenty one (121) on Webster and Stillwell's First Addition to the City of Joplin as shown by the recorded plat thereof



TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the Second Part, and unto his heirs and assigns forever; the said M.E. Rice and M. M. Rice hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them, or those under whom they claim, and that they will WARRANT AND DEFEND the title to said premises unto the said party of the Second Part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. Except one Mortgage for $1000.00 due to Northern Assurance Co. and any taxes now due or past due on said property.

In Witness Whereof, The said parties of the First Part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of us:

M.E. Rice (Seal)
M M Rice (Seal)

STATE OF MISSOURI, County of Jasper } ss.

On this 1st day of October 1894, before me personally appeared M M Rice and M E Rice his wife, to me known to be the persons described in and who executed the forgoing 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 Carthage the day and year first above written. My term expires Dec 27 1896

M. M. James
Notary Public

STATE OF MISSOURI, County of } ss.

On this day of 189 , before me personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. And the said further declare to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written. My term expires 189

The foregoing Deed was filed for record this 16 day of Oct A. D., 1894 at 7 o'clock 15 minutes A M.

By Deputy. John C. Bailey Recorder.

MAPS

- MAPS -

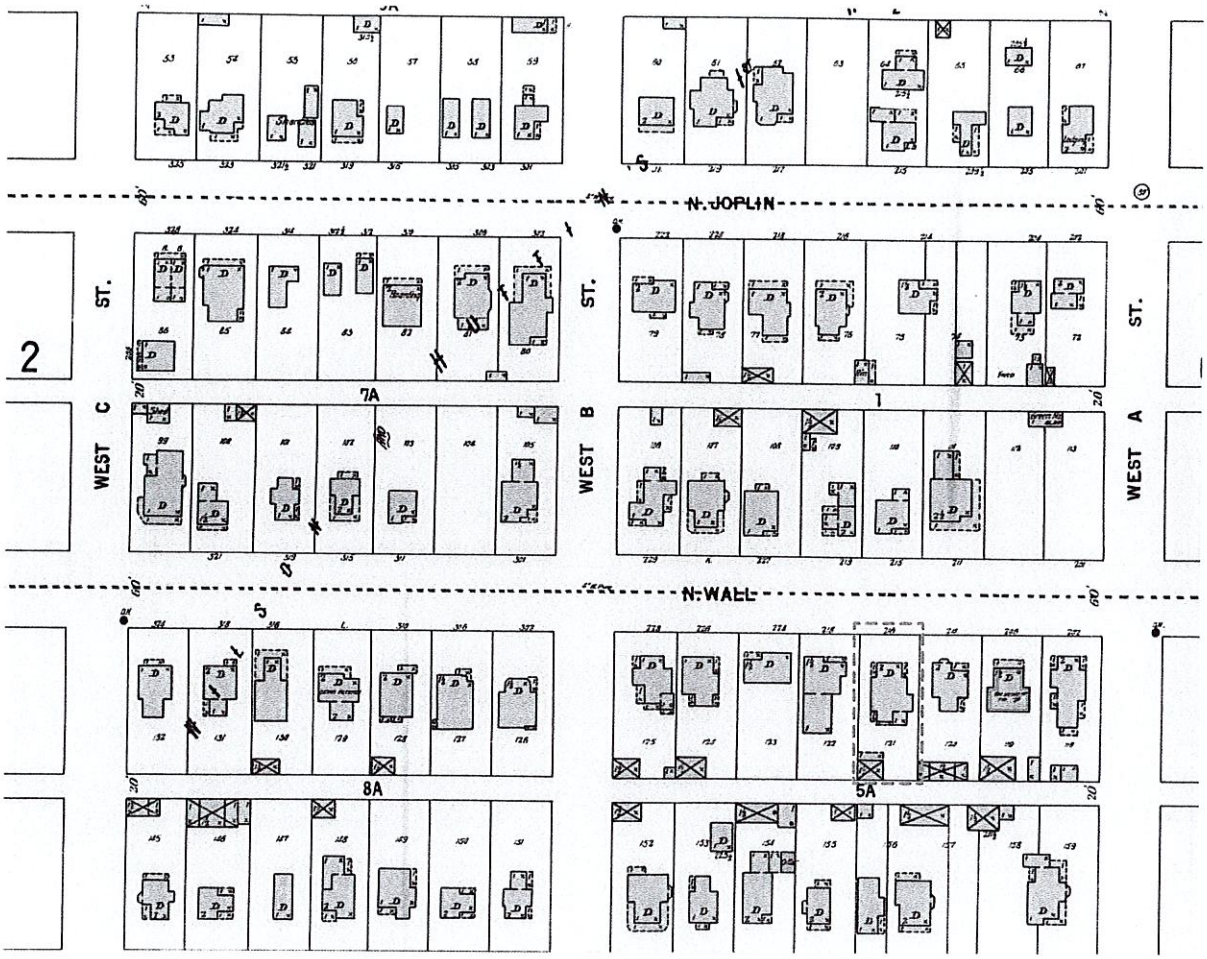
SANBORN MAP - 1900



Source: University of Missouri Digital Library

- MAPS -

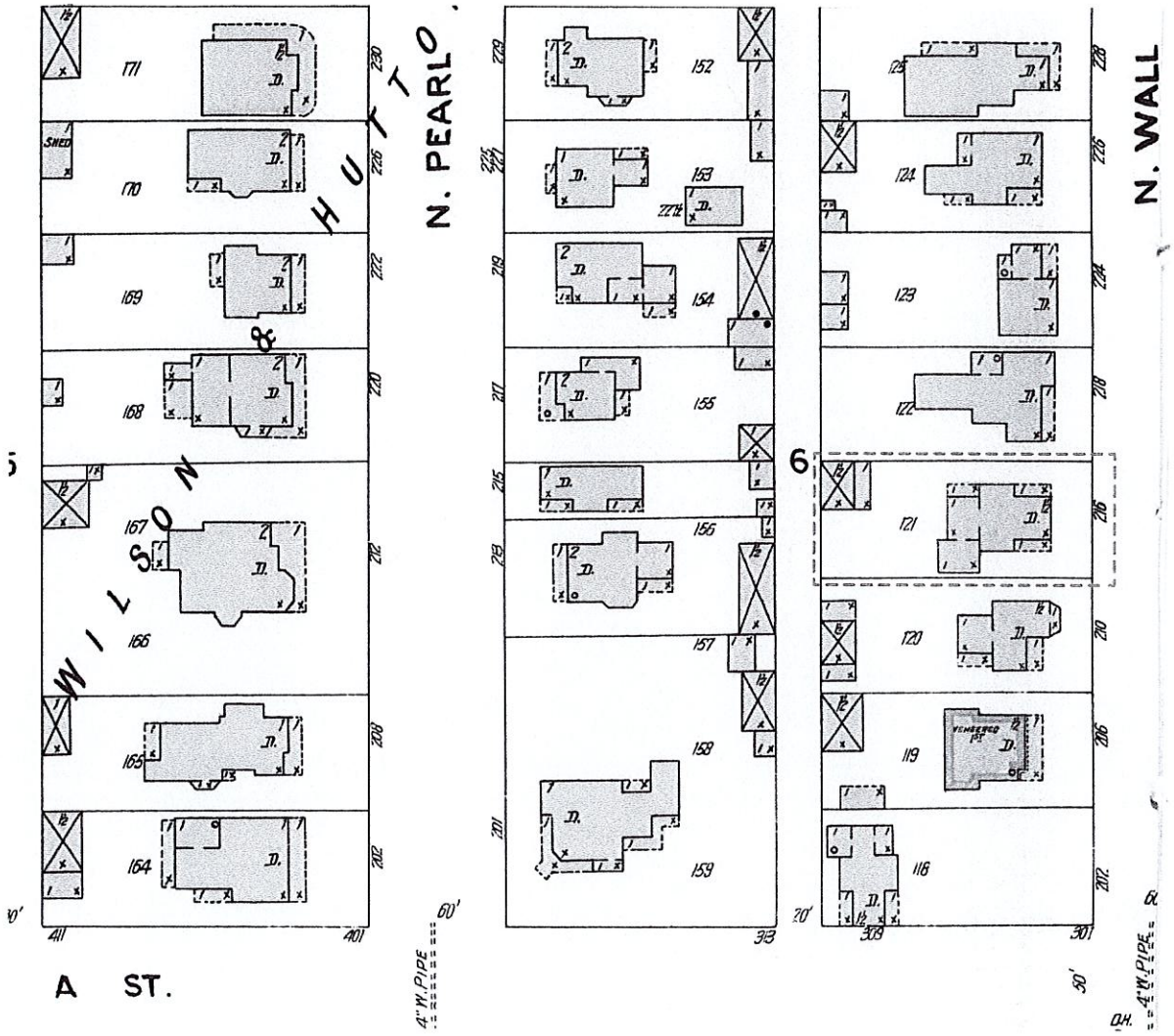
SANBORN MAP - 1900



Source: University of Missouri Digital Library

- MAPS -

SANBORN MAP - 1906



Source: University of Missouri Digital Library


NEWS

- NEWS -

JOPLIN GLOBE - AUG. 5, 1934

"Col." Glover, Pioneer, on Job at 80

"Work as Usual," His Birthday Code



Here we find "Col." Charles W. Glover as a brave fire laddie, and also in a distinguished pose as head of The Globe and News Herald's collection department. The photo of the gallant fireman was taken in 1870; the other only a short time ago.

For three score years identified with many phases of Joplin's growth—mining, banking, public utilities, merchandising and newspapers—a pioneer citizen of the community yesterday observed his eightieth birthday by quietly going about his duties as head of the collections department of The Globe and News Herald. He is Charles W. Glover, affectionately known as "Colonel" Glover to his associates.

Despite his advanced age, Mr. Glover has never relinquished any of his work to younger assistants. Daily he leaves his home at 216 North Wall street, where he resides with his wife and a daughter, Mrs. Inez White, to make his collections, attend to his desk and to keep intact a record of service on the newspapers that extends back to 1913.

Equally as interesting as the story of the development of Joplin from a mining camp to a city, as told by an eye witness who had a part in that growth, is the fund of anecdotes with which Mr. Glover regales his friends on occasion. They savor of the rough and ready existence of a frontier town, when Judge Lynch some times held court and only a "hog trail' led between East Joplin and the little settlement which now is Joplin's business district.

Born August 4, 1854, in Independence, Mo., Mr. Glover arrived in Joplin April 21, 1873, and took over the position of bookkeeper and cashier of the Joplin Mining and Smelting Company. The company had a small office perched on the hill just north of the eastern terminus of the present Broadway viaduct and mines where now stands Landreth park.

In 1877 the young business man succeeded H. G. Goodman as cashier of the Joplin Savings bank, remaining in that position until it liquidated in 1879. The bank, located next to the northeast corner of Broadway and Galena avenue, was closed as the business district moved to the new city across the valley, but it paid off every depositor in full.

Mining ventures and a sawmill in Salina, Colo., occupied Mr. Glover for the next three years, but he returned to Joplin in 1883 to become bookkeeper and foreman of the Joplin Zinc Company. The firm sold out to the Picher interests in 1886, and Mr. Glover became superintendent of the Joplin Water Company.

There he remained until 1891, when it was sold to eastern interests. He is no character in the early history of Joplin to match Taylor for sheer cousge, or for practical joking. One of his stories aptly illustrates the latter trait.

C. W. Towsley, a grocer; Logan Swope, Taylor and Mr. Glover went into nearby Kansas for a prairie chicken hunt, a common recreation. On the road, Taylor got to telling about the time he was cured of a rattlesnake bite by drinking quantities of buttermilk when no whisky was available.

That night the four slept in a barn and Taylor found to his satisfaction that there was plenty of buttermilk in the farmhouse nearby. He had a churn full of it set on the back porch.

In the middle of the night the jokester slyly dug a spur into Towsley's leg. As the latter, no doubt dreaming of reptiles, awoke with a scream, Taylor shouted: "Look at that big snake!"

The injured man waited for no more. He dashed out of the barn calling for whisky, but there was no liquor. Suddenly he espied the buttermilk. As his companions exerted tremendous self control to hold their chuckles, he drank it

CONTINUED FROM PREVIOUS PAGE

and only a "hog trail' led between East Joplin and the little settlement

RING SPECIALS

ND TUESDAY ONLY

LADIES' HEEL TAPS—
REGULAR 25c VALUE

15c

Panco or Leather

SHOE REPAIR

ORT WILL BE APPRECIATED

. Parker

Democratic Candidate

RECORDER of DEEDS

Primary August 7

County. Employed four years by 4½ years by Merchants and Miners ars at First State Bank of Joplin. Advertisement)



ELECTION NOVEMBER 6TH

T WALKER

CANDIDATE FOR

it Clerk

Advertisement)

Company.

There he remained until 1891, when it was sold to eastern interests, and then he took up mining in a series of private enterprises which were moderately successful. It was during that period that Mr. Glover happened to be strolling along Main street one afternoon when a crowd in the exclusive Fulton market, a grocery at 525 Main street, attracted him.

The place was going at auction and the bidding was well up in the $800 bracket when he entered. Mr. Glover didn't know much about the grocery business, but it looked like a good buy and he bid it in for $1,000. A week later he turned down $1,500 for the property.

He laughed as he recalled the experience.

"That store had some mighty pretty fixtures, all right, and the bon ton trade," he said. "But I soon found out that the fixtures scared away the cash buyers and the elite class of customers isn't always a good proposition. It cost me $2,000 to find that out. I sold it a year later."

Mr. Glover was married to Miss Gussie K. Keller at Lamar, September 21, 1893. Besides the dauhgter, they have two sons. Harold E. Glover is in the insurance business in Philadelphia, and R. R. Glover, owner of a floor coverings store in Atlanta, Ga. Harold Glover is here on a visit now.

The veteran mine operator recalls the days when "whims," early model horse hoists, were used to bring the ore up out of the ground. "Grubstaking" was a common practice, men of wealth matching their dollars against the experience of veteran miners. That all came to an end when the law was passed making any partner responsible for all debts contracted, and paved the way for the syndicate-controlled mining operations of today.

One Sunday night some fifty years ago, Mr. Glover entered Wishburn's restaurant to find himself a virtual captive among a group of fellow townspeople. Two nights before a man had swung from a tree for the alleged theft of a span of mules; the persons gathered in the cafe were the lynchers whom the law had spotted.

At midnight they fled the country en masse under cove. f darkness. It was only then at they permitted their young prisoner to go free, holding him for fear he would tip off the authorities.

That was only a minor encounter with outlawry, however, to what happened a short time later. Fletch Taylor, reputedly chief lieutenant to Quantrill of guerilla border warfare fame, and a friend of Mr Glover's, introduced him to three strangers in an outlying mining company office.

It was only after they had gone that Taylor told him the names were fictitious, that his callers were Cole, Jim and Bob Younger, notorious desperadoes. It was in Joplin that they recruited two men named Chadwell and Pitts (not with Taylor's aid, however) into their gang.

Mr. Glover maintains that there erted tremendous self control to hold their chuckles, he drank it down in great gulps. He never tired of telling afterward of how buttermilk saved his life.

Peter Schnur, editor of the old Joplin Herald, became his lifelong enemy after a similar incident, Mr. Glover relates. They were hunting near Redings Mill and the banks of Shoal creek were alive with muskrats. With a straight face, Taylor told his companion that only by diving in the water could one loosen the deadly grip of a muskrat.

That night he carefully pinned the body of a squirrel to Schnur's coat-tail and pressed the faithful spur into action. Wildly grabbing behind him, his victim envisioned a steel-jawed muskrat attached to his anatomy. He raced along the bank, dived into the creek and nearly drowned before the guffawing Taylor could pull him out.

Mr. Glover also recalled when he and several other young men of the mining camp formed a volunteer fire department back in 1873. They bought their own uniforms, which were featured by snappy helmets and fiery red shirts.

One clever youth in the bunch conceived the happy thought that the brave fire laddies should give a great social affair. They all agreed and it was a ball at the old Joplin hotel. Tickets were $5 each. Everything went off fine, it was a grand success in every way—except from a financial standpoint. The firemen lost $600 on the venture. Then the fire company disbanded.

Many another reminiscence, some humorous, some serious, such as the fire which wiped out part of East Joplin in 1874, are stored in Mr. Glover's remarkable memory. And his friends, stopping to extend congratulations yesterday, found as much pleasure in hearing them as he did in the telling.

If this type of newsprint blurs, it's a warning that you need glasses. If you neglect your eyes, it will result in poor health later. Get your examination now. Dr. D. A. Reynolds, optometrist, Newman's mezzanine. You may use your charge account.

NEWSPAPERARCHIVE

Joplin Globe, August 05, 1934 Pg. 3, Joplin, Missouri, US

https://newspaperarchive.com/joplin-globe-aug-05-1934-p-3/

- NEWS -

JOPLIN GLOBE - AUG. 5, 1934

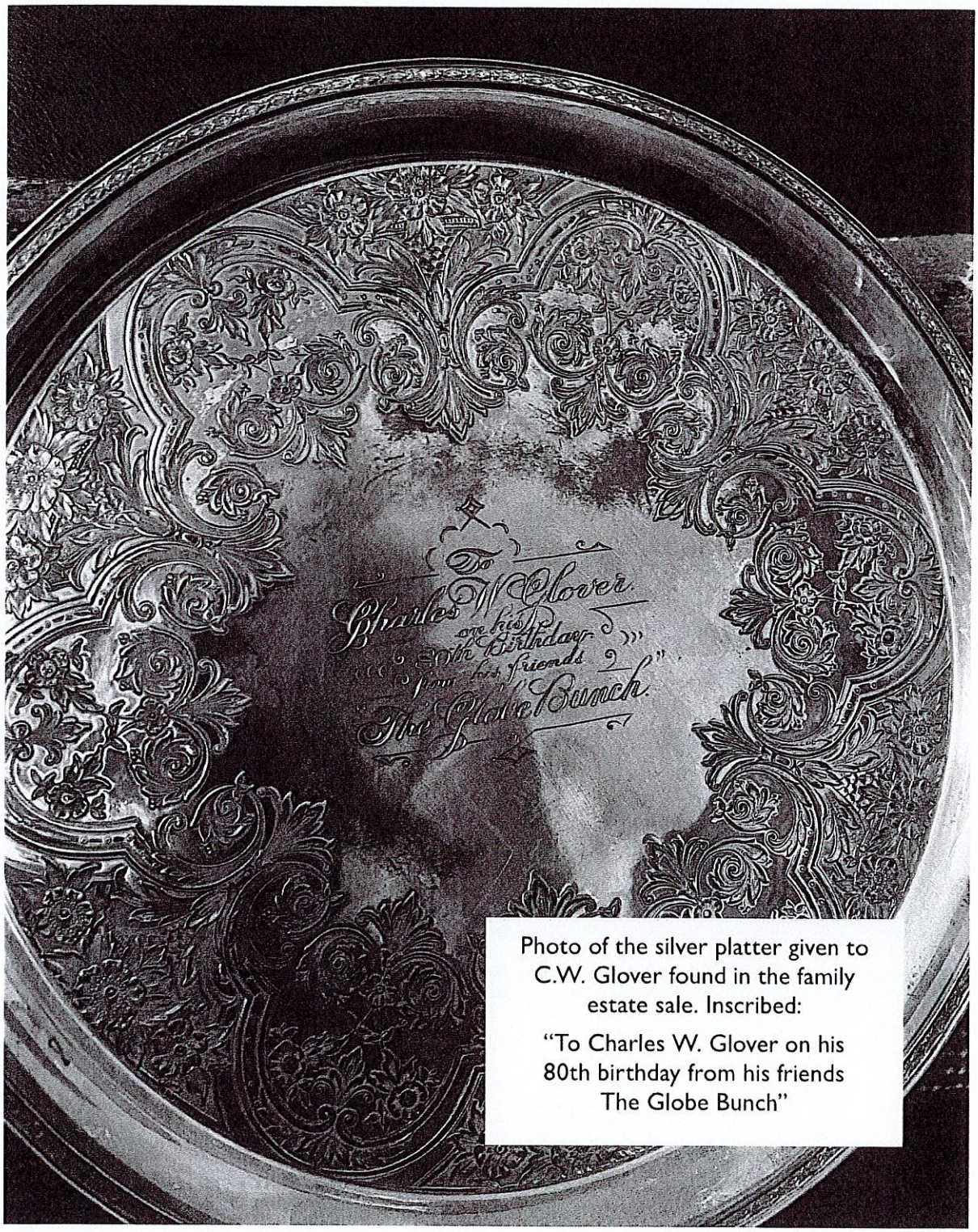


Photo of the silver platter given to C.W. Glover found in the family estate sale. Inscribed:

"To Charles W. Glover on his 80th birthday from his friends The Globe Bunch"

- NEWS -

HISTORICJOPLIN.ORG

THE MINERS BANK

Posted February 28th 2010 at 7:59 pm by Brown

As the riches of the mining fields of Jasper County drew investors, miners, and speculators in the 1870s, the need for a banking institution was obvious. One of the first men to step into this void was one of the fathers of modern day Joplin, Patrick Murphy, originally of Carthage. He and an associate established the town of Murphysburg, which later merged to form Joplin in 1873, and two years later, Murphy opened the Banking House of Patrick Murphy. A two story brick building, it was located on Main Street between Second and Third Streets. Murphy's endeavor was a success.

Such was the success that the financial institution attracted investors and in 1877, the Banking House of Patrick Murphy was re-chartered and organized as the Miners Bank of Joplin. Murphy served as the first president of the bank, and was followed by Thomas E. Tootle. The first head cashier was Frank Kershaw. Kershaw's successor was A.H. Waite. Most customers would have more likely known and recognized C.H. Spencer, who served as head cashier for at least sixteen years leading up to 1906. Local magnate Thomas Connor had served two terms as bank president. In fact, the board of directors included many of the wealthier citizens of the city, such as Connor, Howard C. Murphy, Edward Zelleken, C.W. Glover, and H.O. Bartlett.

Miners Bank's success was also reflected in its financial holdings. At its inception the bank held $25,000, by 1890 this was increased to $50,000 and a year later doubled to $100,000. Due to growth of its assets and the increasing number of depositors, Miners Bank moved from its location between Second and Third to take up residence to offices in the Joplin Hotel, and there remained from about 1885 to 1905. Over a slightly longer period of time than its stay at the Joplin Hotel, reported deposits at the bank grew from $35,700 to $949,000. Loans increased from $6,500 to $425,000. Cash on hand went from $15,000 to a bank robber's dream of $97,000. Figures from 1905 listed the six most successful banks by deposits, and the Miners Bank was first and foremost, besting its nearest competition by more than $55,000. Until the bank's move in 1905 from the Joplin Hotel, its chief competitor and runner up in the 1905 figures was the Joplin National Bank, located just across the intersection situated on the bottom floor of the Keystone Hotel.

The move in 1905 may have been prompted by the plans of Thomas Connor to raze the three story Joplin Hotel with plans to build a larger, grander establishment, or may simply have been due to the banking institution's success. The bank's new home was just a block away from Main Street, where Fourth Street intersected with Joplin Street. The new building was described by one of Joplin's paper as a "beautiful modern building, with elevators and all modern conveniences." The offices were equally beautiful and constructed of marble, tile and steel. Designed by August Michaelis, one of Joplin's most prolific and talented architects, the building was designed to accommodate an additional four more stories should the need arise. It was built at a cost of $125,000 by the firm of C.A. Dieter who later oversaw the construction the Connor Hotel.

From July 1st of 1905, Miners Bank inhabited the ground floor, leaving the upper floors open to paying tenants, architect Michaelis included, and remained there until 1930 when it merged with Conqueror First National Bank. After the merger, the bank moved back to Main Street for the first time in twenty-five years, and with its departure ended an illustrious history that began in 1877. The last home of Miners Bank remained in use until a disastrous fire prompted its demolition in 1982.

Sources: Missouri Digital History, Joplin News Herald, and the Story of Joplin by Dolph Shaner.

- NEWS -

HISTORICJOPLIN.ORG

A RAINSTORM FLOODS JOPLIN – THE FLOOD OF 1916

Posted July 26th 2010 at 6:50 am by Brown

The last few weeks have been scorching hot in southwest Missouri. In 1916, however, a sudden cloudburst wreaked havoc upon Joplin that seems almost unreal.

A "severe electrical storm" began at 10:30 at night with a host of giant storm clouds that hovered over the city until they burst and flooded the city below.

The deluge began with 5 and ¾ inches of rain during the night, followed by 5 and ½ inches within a two hour period in the morning. The rain was accompanied by a savage hailstorm that forced pedestrians to run for shelter. The downpour continued throughout the afternoon and in just a few minutes more than an inch of rain had fallen. Total rainfall was estimated at 6 9/10 to 7 inches. Long time Joplin residents remarked that it was the most severe storm the city had experienced.

According to C.W. Glover of 216 North Wall Street, the rainstorm was nothing compared to one that ravaged Joplin in July, 1875. According to Glover, it rained for three days and three nights. Joplin Creek, which divided East Joplin from West Joplin, became a raging torrent that no one dared cross. Professor William Hartman, a musician, and his wife were drowned, and several others were almost lost when seeking shelter or attempting to rescue those endangered by the flood waters. Joplin's horse drawn trolley was unable to travel to Baxter Springs due to the washed out roads and streets.

The 1916 storm was so sudden that it caught many people off guard. John Moore, Edward Poe, and Peter Adamson, miners working in the Coralbut (formerly the Quaker) mine west of Chitwood, were drowned when rainwater swept down into the mine at such a furious rate that they were unable to escape in time. Unfortunately for the three miners, the water had pooled at the top of the mine behind piles of debris that had formed an old mine pond when the debris gave way and a torrent of water flooded the mine shaft.

Altogether there were twelve men in the mine and they scrambled on top of some boulders as the water began to rise. The hoisterman at the surface lowered a tub to rescue them, but the water was so high and the current so strong that the men were reluctant to jump across the water into the tub. Nine of the miners were able to escape before the water overtook them. Moore, Poe, and Adamson said they could not swim and thought they would be safe on top of the boulders. It was not before long, though, that the hoisterman heard them call for help. One of them yelled, "For God's sake, get a boat before we drown!" It was too late. They were unwilling to jump to the tub across the raging water and were drowned despite the efforts of their fellow miners to go down in the tub and try to reach them. The bodies of three men were not immediately located by rescuers.

One of the miners who escaped, Roy Clark, had been a sailor on a tramp steam freighter out of Queenstown. He declared after his harrowing experience that he was "through with mining." Clark, who claimed he had developed strong swimming skills as a sailor, said he would not have dared to swim through the water that had flooded the mine. Another miner who had been in the mine, C.E. Evans, said he had warned his fellow workers about the storm. He said he had picked up hailstones as big as his thumb that had fallen into the mine and knew that trouble was not far off. By the time they saw the water pour in and ran for the boulders, he said, the water was up to their waists and rising. The tub, he said, was slow in coming. Evans's fellow miner, Lowery, was standing on a boulder with water up to his chin when he was able to get to the tub.

Even those who were in the safety of their own home were not shielded from the storm. William Langley, a 70 year old gardener, drowned in his home at Second and Ozark streets when it was submerged by water due to the home being situated next to a steep draw that funneled water down into the house. When rescuers broke into Langley's home, they found that the water had been only six inches from the ceiling. Some families in Chitwood sought refuge on top of their homes as the water began to rise, while others remained in storm shelters, still afraid to venture out due to the lightning and hail of the past few hours.

Mines suffered damage. The Grace Mine mill, located a mile north of Chitwood, and the Longfellow school building were both hit by lightning. Mine owner W.H. Gross of 318 West Eighth Street estimated damages at $15,000. Several other mine buildings were struck by lightning but did not burn. Many more were filled with water and required large pumps to remove the water. Total damages for mines across the Joplin area were estimated at $200,000.

The storm of 1916 caused severe damage to downtown Joplin. Main Street from Fourth to Sixth streets was a "white-capped torrent for more than two hours" with a depth of two to five feet deep in some places. Businesses along this section of downtown reported losses of $100,000. Fleischaker Dry Goods, Christman's, and Ramsay's suffered severe flood damage. Ramsay's lost all of the merchandise stored in the building's basement which was filled with six feet of water at one point. Christman's reported $10,000 in losses. Merchandise located on the lower shelves of the stores was thoroughly soaked.

One odd occurrence was when a bolt of lightning struck two wax figures in the Menard Store located at 423 Main Street. One of the figures was completely melted while the other was only scorched on the arm.

At the Commercial billiard parlor at 521 Main Street, seven billiards tables were ruined. Not far down the street the Priscilla Dress Shop at 513 Main lost several expensive Parisian gowns valued at $3,000, artwork estimated to be worth $2,000, and $300 of electrical fixtures destroyed.

It seemed as if no business escaped the wrath of the storm. The Farrar-Stephens Auto Tire Company at 520 Joplin Street reported damages of $5,000 while Kresge 5 and 10 Store lost merchandise valued at $5,000. The Joplin Pittsburg Railway Company suffered $2,500 in losses. The Burke Cigar and Candy Store and the Electric Theater building only had $2,000 in damages. Even the vaunted House of Lords suffered $500 of damage.

Joplin's Hello Girls found that the storm caused $10,000 worth of losses. Nearly 4,000 telephones were out of service after the rain stopped, almost half of Joplin's total number of phones. Poles were down, wires severed, circuits dead, and fuses blown all over town. Long distance lines, however, received very little damage. Phone company officials considered it a miracle.

Bridges and roads were hit hard. At least two large bridges were washed out, including the Joplin and Pittsburg Railway Company bridge over Turkey Creek. Track was twisted and torn up and down the line. A "masonry bridge over Turkey Creek at Range Line" was supposed to have been totaled at a cost of $1,000. Trains from the Kansas City Southern, Frisco, and Missouri & North Arkansas railroads were unable to roll into Joplin.

One enterprising young man captured a bathtub that floated out of a plumbing shop and used it as a canoe to paddle through downtown. Others joined him in boats and canoes (undoubtedly those who enjoyed fishing on the Spring River) while others just waded into the torrential streams of water. Barrels, boards, and all sorts of other debris clogged the streets and alleys. Citizens worked to grab the debris before it smashed out store windows and created more damage.

Giant potholes waited to twist ankles for those who dared to walk through the muddy water. Motorists were asked by city officials to drive slowly lest they hit a pothole and total their cars. Sidewalks were washed out as were sections of wood block pavement from Main Street to the Frisco rail tracks. City parks were ravaged. A sewer main burst at the North Main street viaduct and created a health hazard.

Joplin was battered, but not broken. In time, debris was removed, mud swept away, and the ravages of nature relegated to memory.


PEOPLE

- PEOPLE -

JOSEPH BENNING GLOVER



Welcome to Jasper County, Missouri

Joplin Business Directory

(Source: Southwestern Business Directory, McKenney Publ., 1889. Transcribed by Sheryl McClure)

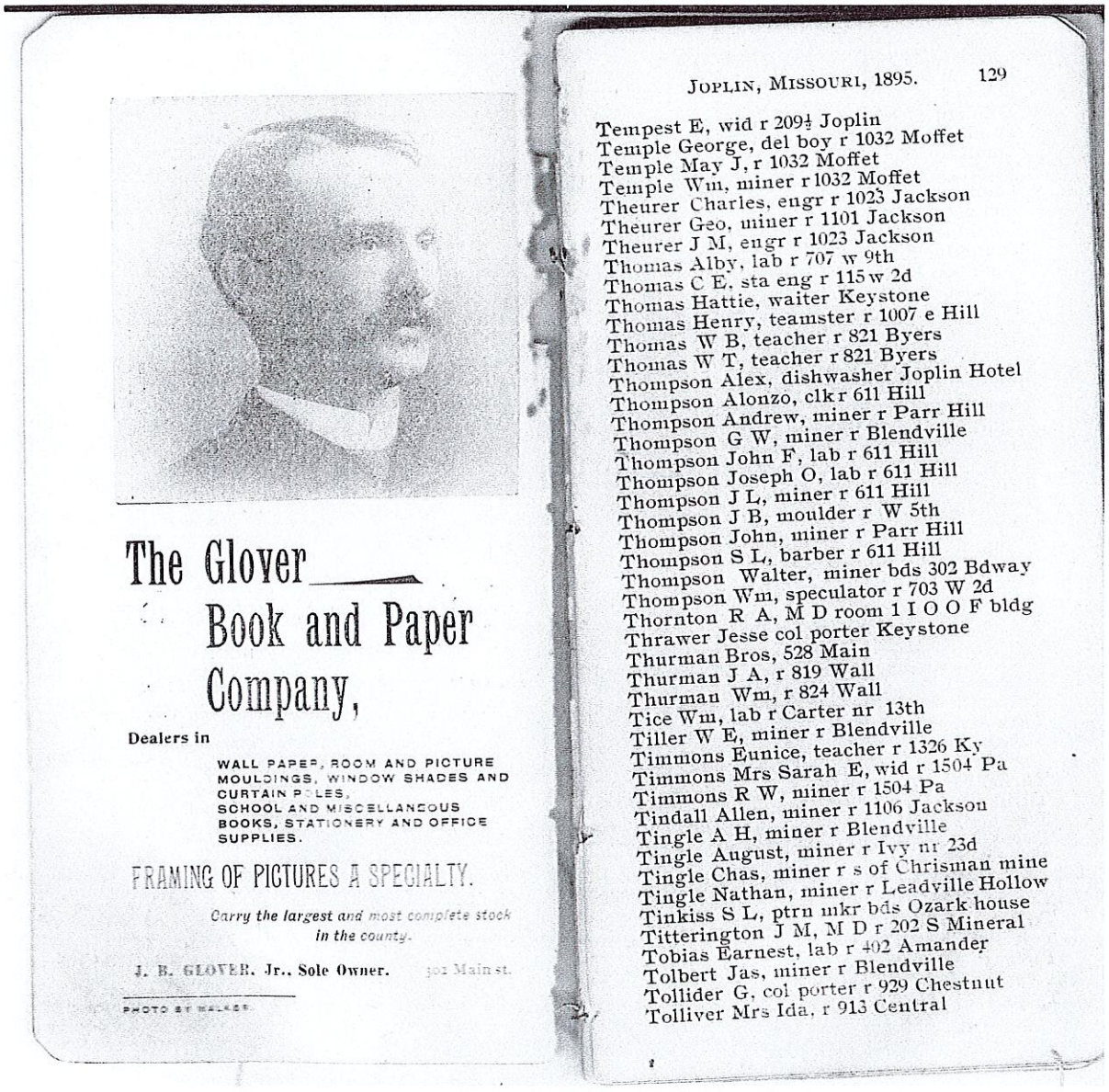
Adams' Express Co, H E Davis, 321 Main
Allin A V, mfr metallic skylights, cornices, and slate roofing, cor First and Main
Amrica House, Anna O'Hair, 103 Main Austin A G, wire goods, 224 Main
Balsly M T, physician and surgeon, 614 Main
Bank of Joplin, T W Cunningham pres, George A Case cashier, 323 Main
Barr Bros, meat market, 226 Main
Barr E P, boots and shoes, 304 Main
Bartleto E O, gen mgr, 125 men employed
Bathe M, provisions, wholesale and retail, 211 Main
Beall J W, meat market, 530 Main
Bebb C W, drugs, 510 Main
Bell P, "Q T" Parlor, 310 Main
Beller William, billiard hall and saloon. 124 Main
Bierig & Lambert, bakery and confectionery, 412 Main
Blach & Dwelly, meat market. 205 Main
Botkin E T, livery and feed barn, Fourth
Boucher J, Willow Saloon, branch No 5, 518 Main
Bowdie D E. dressmaking, 106 Main
Bowers John, meat market, 420 Main
Bradley James, grocer, 630 Main
Briswalter, Kelly & Co, real estate, loans and insurance, 222 Main

From the Joplin Business Directory 1889

Burress P, boots and shoes, 516 Main
Calvin T F, justice of the peace and real estate agt, 519 Main
Carson & Horn, grocery and provisions, 122 Main
Casey J Mrs, restaurant, 418 Main
Catorn & Webster, insurance agt., 320 Main
Clark, Wilson & Co., boots and shoes, 309 Main
Claycomb and Staples, farm loan, real estate and collections
Cooly, G P, Looby Saloon, 514 Main
Cunningham and Dolan, atty at law, NE cor Fourth and Joplin
Dilley, C T, second hand store, 507 Main
Doty P D, physician and surgeon,407 Main
Dykeman, C W, groceries and provisions, Fourth
Eagle Cornice Works. J B Allen proprietor cor First and Main
Echort, Charley, barber, 215 Main
Ecpelet, Mille M. millinery, 217 Main
Evans, O C, physician and surgeon, office Fourth
Fairbanks, W H & Co., wholesale groceries, 606 and 608 Main
Fillmore, L A, lumber yard, 625 Main
First National Bank, Charles Shefferdecker, pres., A C Cragin, cash'r, 312 Main
Fowlkes, T T, carpenter, 104 Main
Frank J P, cigar store, 314 Main
Furguson J & Co., Saloon, 406 Main
Galdmocher, S Mrs., restaurant, 113 Main
Geadi (Geade?), E, boots and shoes, 528 Main
George, N B, groceries and provisions, 425 Main
Glover, J B jr, supt City Gas Works, 323 Main
Goodman, C B, wholesale groceries, 409 Main
Gore & Glover, insurance, 323 Main
Graham, J J, wholesale groceries, 409 Main
Graves, H G, confectionery, 112 Main
Halyard, W B, heavy and shelf hardware and stoves, 415 Main
Hamilton, L C, groceries and provisions, 413 Main
Hardon, A B, photographer copying and enlarging photographs, cor Fourth & Joplin
Harmony Foundry and Machine Works, Schellinbach & Sons
Haywood S H, barber and hairdresser, 222 Main
Hazzord P A Mrs, notions, 618 Main
Heedrick George, groceries and provisions, 831 Main
Heironitz J, Kansas City Second Hand Store, 501 Main
Henderson S C, wholesale grocery, 527 Main
Heinrichs J & Bro, harness maker, 219 Main

- PEOPLE -

JOSEPH BENNING GLOVER



JOPLIN, MISSOURI, 1895. 129

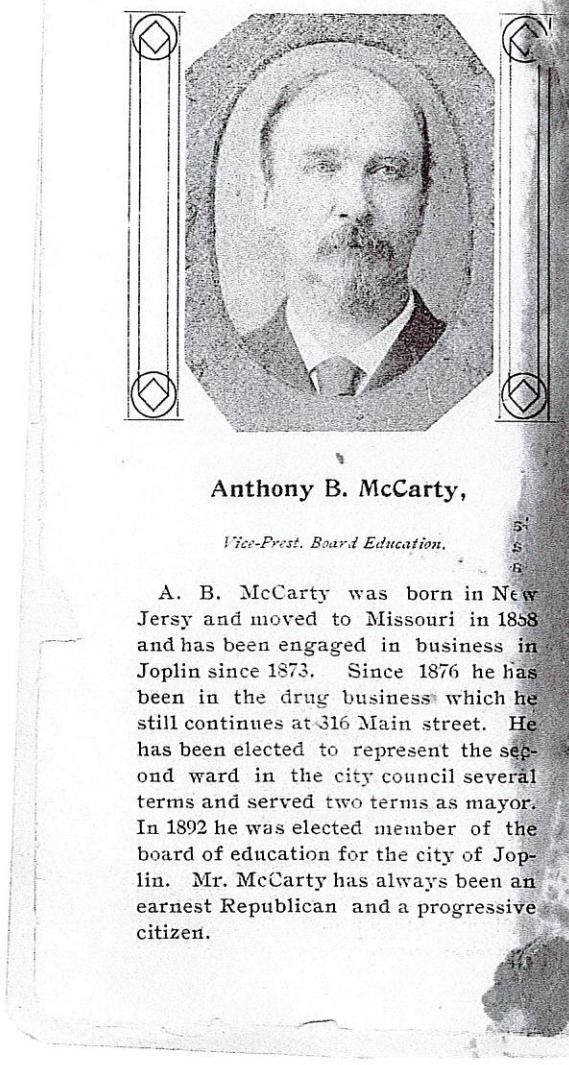
Tempest E, wid r 209½ Joplin
Temple George, del boy r 1032 Moffet
Temple May J, r 1032 Moffet
Temple Wm, miner r 1032 Moffet
Theurer Charles, engr r 1023 Jackson
Theurer Geo, miner r 1101 Jackson
Theurer J M, engr r 1023 Jackson
Thomas Alby, lab r 707 w 9th
Thomas C E, sta eng r 115 w 2d
Thomas Hattie, waiter Keystone
Thomas Henry, teamster r 1007 e Hill
Thomas W B, teacher r 821 Byers
Thomas W T, teacher r 821 Byers
Thompson Alex, dishwasher Joplin Hotel
Thompson Alonzo, clk r 611 Hill
Thompson Andrew, miner r Parr Hill
Thompson G W, miner r Blendville
Thompson John F, lab r 611 Hill
Thompson Joseph O, lab r 611 Hill
Thompson J L, miner r 611 Hill
Thompson J B, moulder r W 5th
Thompson John, miner r Parr Hill
Thompson S L, barber r 611 Hill
Thompson Walter, miner bds 302 Bdway
Thompson Wm, speculator r 703 W 2d
Thornton R A, M D room 1 I O O F bldg
Thrawer Jesse col porter Keystone
Thurman Bros, 528 Main
Thurman J A, r 819 Wall
Thurman Wm, r 824 Wall
Tice Wm, lab r Carter nr 13th
Tiller W E, miner r Blendville
Timmons Eunice, teacher r 1326 Ky
Timmons Mrs Sarah E, wid r 1504 Pa
Timmons R W, miner r 1504 Pa
Tindall Allen, miner r 1106 Jackson
Tingle A H, miner r Blendville
Tingle August, miner r Ivy nr 23d
Tingle Chas, miner r s of Chrisman mine
Tingle Nathan, miner r Leadville Hollow
Tinkiss S L, ptrn mkr bds Ozark house
Titterington J M, M D r 202 S Mineral
Tobias Earnest, lab r 402 Amander
Tolbert Jas, miner r Blendville
Tollider G, col porter r 929 Chestnut
Tolliver Mrs Ida, r 913 Central

From the 1895 Woods Directory

Pictured: **J.B. Glover**, brother of G.W. Glover and first resident of the home at 216 N Wall. He was the owner of The Glover Book and Paper Company located at 302 Main Street (future site of the Connor Hotel).

- PEOPLE -

GLOVER FAMILY



Anthony B. McCarty,

Vice-Prest. Board Education.

A. B. McCarty was born in New Jersy and moved to Missouri in 1858 and has been engaged in business in Joplin since 1873. Since 1876 he has been in the drug business which he still continues at 316 Main street. He has been elected to represent the second ward in the city council several terms and served two terms as mayor. In 1892 he was elected member of the board of education for the city of Joplin. Mr. McCarty has always been an earnest Republican and a progressive citizen.

Glenn A T, miner r 1319 Wall
Glenn Miss Effie, mlnr r 1319 Wall
Glenn Miss Mildred, clerk r 1319 Wall
Glover Book & Paper Co, 302 Main
Glover Building, 302 Main
Glover C W, supt water wks r 317 n Pearl
Glover J B sr, retired r 720 Joplin
Glover J B jr, r 216 n Wall
Gmeiner John, ore buyer r 421 Pa
Gobar Ernest, miner r 1505 Main
Gobar F S, mine operator r 606 Pearl
Godding C A, tel opr r 1053 Ky
Godding F C, contractor r 1053 Ky
Godding H A, lab r 1053 Ky
Goheen Chas, lab r 723 Wall
Goheen Frank, sta eng r 809 Joplin
Goheen J R, sta eng r 723 Wall
Goldsberry C W, wks w ld wks r 219 Gray
Goldsmith S D, teamster r 1302 Joplin
Goldstein A, gen mdse r 410 Main
Goldstein W, mdse 410 Main
Golden Henry, lab r 831 Locust
Golden Jas, miner r 831 Locust
Gonce Fielden, miner r 913 Chestnut
Gonce Rolyn, tmstr r 14th & Wall
Gonce T, junk shop r 9th & Chestnut
Gooch A E, lab r 523 Jackson
Gooch W O, tel opr r 211 n Joplin
Good E J, miner r Granby land
Good J T, miner r Blendville
Goodwin Grocery Co, 209 Main
Goodwin C B, r 302 Wall
Gottschick Lewis, miller r 1128 Sergeant.
Goudy W H, miner r 913 Central E Joplin
Gowing W N, lab r Wall near 20th
Graham Bros, cornice works 618 Main
Graham Chas, slater r 618 Main
Graham Chris, tinner r 618 Main
Graham Miss Ella, domestic r Blendville
Graham Miss Eva, milnr r 618 Main
Graham James, miner r Blendville
Graham J J grocer r 5th & Byers
Graham J J Grocer Co, 421 Main
Graham John M, miner r 807 Hill e Joplin
Graham Jos, cornice wrks r 11th & Moffet
Graham Maggie, drsmkr r 1309 Grand

From the 1895 Woods Directory

Several Glover businesses and members of the Glover family are listed including J.B. Glover at 216 N Wall

- PEOPLE -

CHARLOTTE GLOVER, MOTHER OF J.B. and C.W. GLOVER

MRS. GLOVER FUNERAL WILL BE HELD TODAY

Body Will Lie in State From 9 to 10 A. M.—Burial Will Be in Mount Hope.

The body of Mrs. Charlotte A. Glover, 90 years old, who died at 10:45 o'clock Sunday morning, will lie in state at the residence, 201 Moffet avenue, from 9 to 10 o'clock this morning. The casket will not be opened during the funeral services, which will be conducted at the home at 10 o'clock.

The services will be conducted by the Rev. Cliff K. Titus Pallbearers will be J. J McClelland, Robert A. Clark, Ben Landauer, Herber Schnur, Frank Sharp and Tracey Munson. Burial will be in Mount Hope cemetery.

Here Nearly 50 Years.

Mrs. Glover had been a resident of Joplin for almost half a century, coming here from Independence in 1877. She had been a resident of Missouri for eighty-five years. She was the widow of J. B. Glover, a widely known mining man, and a sister of the late John H. Taylor. Up to the time of his retirement, Mr. Glover was superintendent of the Joplin Mining and Smelting Company.

Mrs. Glover celebrated her ninetieth birthday February 10, at which time she was at home to a large number of friends. She was a member of the First Christian church.

She is survived by two sons, Joseph B. Glover of Kansas City and Charles W. Glover, who is connected with The Globe and News Herald, and three daughters, Mrs. Mary B. Campbell, Miss Lottie F. Glover, and Mrs. Minnie Fallon, all of whom lived with their mother.

NEWSPAPERARCHIVE

Joplin Globe, May 20, 1924 Pg. 2, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-may-20-1924-p-2/

INEZ WHITE, DAUGHTER OF CHARLES W. GLOVER

Joplin Deaths

Mrs. Inez White

Mrs. Inez White, 77, 216 N. Wall Ave., died at 12:45 p.m. Monday at a local nursing home following an extended illness.

Mrs. White was born Oct. 1, 1896, in Joplin and had lived here all her life. She was married to Lawrence White on Nov. 24, 1920, in Chicago, Ill. He died in 1966.

She was a teacher in the Joplin public school system and later served as secretary to the schools superintendent.

Surviving are a daughter, Mrs. Charles McGinnis of the home, and a brother, Ross R. Glover, Atlanta, Ga.

Services will be announced by the Thornhill - Dillon Mortuary.

NEWSPAPERARCHIVE
Joplin Globe, August 20, 1974 Pg. 15, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-aug-20-1974-p-15/

- PEOPLE -

CHARLOTTE WHITE MCGINNESS, GRANDDAUGHTER OF CHARLES W. GLOVER

Charlotte A. McGinness

Charlotte A. McGinness, 76, of Joplin, died at 7:41 p.m. Tuesday, Jan. 17, 2006, at Freeman West emergency room.

Mrs. McGinness was born May 17, 1929, in Joplin, to Lawrence and Inez (Glover) White. She received her B.S. in education from Pittsburg State Teacher's College. She taught schools in Kansas City, Kan., Shawnee, Kan., and locally. She was a member of the Presbyterian church, Ruth Chapter of Order of the Eastern Star and for many years was the recorder for the Joplin Assembly No. 65 Social Order of Beauceant.

She married Charles McGinness on Dec. 26, 1959, in Miami, Okla. He survives.

Funeral services will be at 10:30 a.m. Saturday at Thornhill-Dillon Mortuary Chapel. Rev. Dennis Weaver will officiate. Burial will be in Mount Hope Cemetery.

Email condolences to

NEWSPAPERARCHIVE

Joplin Globe, January 20, 2006 Pg. 5, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-jan-20-2006-p-5/

- PEOPLE -

CHARLES MCGINNESS, HUSBAND OF CHARLOTTE WHITE MCGINNESS

Obituary Source from Find A Grave
Captured: September 29, 2022

Charles Cornick McGinness, age 93, of Joplin, Missouri passed away Sunday, May 8, 2016 following a recent decline in health.

He was born in Alva, Oklahoma to Charles and Frances (Cornick) McGinness.

Charles was an educator for Crowder College for 17 years retiring in 1987. He attended MSSU and received his Masters degree from Pittsburg State University. Charles served his country during World War II with the United States Army Signal Corps from 1942-1943 and was also an Army Reservist for one year. He was a member of the First Presbyterian Church where he was in the orchestra and played the clarinet. He was a member of Fellowship Lodge #345 AF & AM, Scottish Rite Shrine Club Mirzah, Pittsburg, Kansas for 50 years as well as a member of the Order of the Eastern Star. He was an Eagle Scout. He enjoyed stamp collecting, chess, music, model rail roads and, electronic projects.

He married Charlotte White on December 26, 1959 in Miami, Oklahoma and she preceded him in death in January 2006.

Charles is survived by one sister, Constance P. Davis, Omaha, Nebraska; two nieces, Dr. M. Elizabeth Davis, Omaha, Nebraska, Dr. Catherine Davis, Windsor, Colorado; one nephew, Allen McGinness, Dallas, Texas; and special friends, Kelly Peterson and Melissa Purcell, both of Joplin, Missouri.

Funeral services will be 2:00 p.m. Thursday, May 12, 2016 at the Thornhill-Dillon Mortuary with Dr. Dave Burgess officiating. Burial will follow at Mt. Hope Cemetery. Masonic services will be at 6:00 p.m. Wednesday at the mortuary with visitation following until 7:00 p.m.

Case 021-23: Rezoning

216 N. Wall Ave-Rezoning-A Request to rezone from District R-3 (Apartment House) to District R-3 HP (Apartment House, Historic Preservation)-Samuel Wimsett and Christiana Williams Wimsett

Tyler Bellairs, 602 S. Main St., Joplin, Missouri. He represented City of Joplin Zoning and Planning Department and presented the rezoning request. Mr. Bellairs stated the property owners are requesting a HP overlay. The Historic Preservation Commission recommended approval based on Criteria 3.

Mr. Kimble asked if anyone wished to speak in favor of Case 021-23.

Mr. Samuel Wimsett, 2602 S. Kingsdale, Joplin, Missouri. Mr. Wimsett stated their intention was to preserve history. The property was built in 1894 and had remained in the same family until they purchased the property. The home was owned by a pioneer citizen of Joplin and had remained a single-family residence. The property had never been a rental property.

Mr. Kimble asked if there were any other questions from the Commission on Case 021-23.

Mr. McCullough said the rezoning stated for an apartment house.

Mr. Bolander stated that was just for rezoning purposes.

Mr. Kimble asked Mr. Wimsett if the intent was to sell the home.

Mr. Wimsett stated yes. They want to preserve the history of the home and honor the legacy of the family in the preservation and then pass that on to the next owner. The home will be marketed as a single-family home.

Ms. Steele asked the question to Mr. Wimsett that no matter who they sell the property to, could it be a rental. And the zoning indicated it could be an apartment.

Mr. Bolander stated they could not prevent it from becoming a rental, but the square footage requirement would make it difficult to be made into a multi-family unit.
Mr. Jackson asked if it would be better in a R-1 district and asked Mr. Wimsett if he had a preference.

Mr. Wimsett stated there was no benefit to us and it would not impact the value of the home. The house was privately owned, and the layout was not conducive to splitting up the house.

Mr. Bolander stated it was originally platted for a single-family home and everything around it is zoned R-3.

Ms. Steele asked even though the property was historical they could still rent the home.

Mr. Kimble asked if anyone wished to speak in opposition of Case 021-23.

There were none.

MR. JACKSON MOVED THAT CASE 021-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. MS. PHILLIPS ABSTAINED. (6 IN FAVOR, 1 ABSTAINED)

Case 021-23 - Rezoning



216 N Wall Ave - Rezoning – A Request to rezone from District R-3 (Apartment House) to District R-3 HP (Apartment House, Historic Preservation) – Samuel Wimsett and Christina Williams Wimsett

P & Z Case 021-23
Samuel Wimsett and Christina Williams Wimsett
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-269 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Apartment House) to R-3 HP (Apartment House, Historic Preservation) property as described below and located at 216 N Wall Ave.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-3 (Apartment House) the following described property and including in District R-3 HP (Apartment House, Historic Preservation).

All of Lots Numbered 121 in Wilson & Hutton's First Addition, in the City of Joplin, Jasper County, Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
APRIL 17, 2023
MEETING MINUTES

CALL TO ORDER

The April 17, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Ms. Kate Spencer.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Phil Stinnett, Kate Spencer, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Refresco Expansion Presentation

Steve Coffman from Refresco presented.

Joplin Area Chamber of Commerce Quarterly Update

Travis Stephens, President, and CEO of JACC presented.

Arbor Day Proclamation

Paul Bloomberg, Director of Parks and Recreation accepted the proclamation.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

The Joplin Recycling Center is hosting a FREE Tire Collection Event on Saturday, May 13 from 8 a.m. to 2 p.m. at the Center. Automotive passenger tires, with or without rims, will be accepted with a ten-tire per household limit. Semi, tractor, ATV and racing tires will not be accepted.

This drop off event is available to residents of Joplin and counties of Jasper, Newton, McDonald, Barton and Vernon Counties. The Center is located at 1310 West A Street. This collection is funded by the City of Joplin as a community service to help beautify our communities.

Since the 1990s, when whole tires were banned from landfills to conserve landfill space and keep out hazardous materials, citizens need options to discard tires. Worse-case scenarios include tires becoming eyesores and mosquito havens when left in yards or ditches where they collect water. The City is pleased to offer this event for our area.

Everyone is welcome to join forces with Joplin Parks and Recreation, Wildcat Glades, Liberty, the Chert Glades Chapter of Master Naturalists, and the Missouri Department of Conservation to defend and celebrate Earth & Arbor Day on Saturday, April 22 at Wildcat Park. The festivities begin at 10 AM.

The celebration will feature several Earth and Arbor-friendly community groups that will encourage the care of our planet through demonstrations, hands-on activities, and giveaways. Other activities include a vendor booth scavenger hunt with prizes, a native tree and plant sale, live music by Chester Ellis and the Tumbleweeds and delicious food served by local food vendors.

As part of Arbor Day, Liberty is providing one free, three-gallon tree to the first 500 households who register. Quantities are limited. To register and for more information about the event visit joplinmo.org/ArborDay.

This Thursday is Downtown's Third Thursday event. Be a Hero is this month's theme so it's sure to offer a variety of fun activities and information that pack a punch. Be sure and stop by Joplin City's Health Department's area in front of City Hall. They'll have information focused on spring weather and emergency preparedness, as well as Distracted Driving Awareness Month. And for those interested in receiving a COVID vaccination, they can also help you take care of that inside of City Hall.

CITIZEN REQUESTS AND PETITIONS

Higher Society/Jon Buck spoke on banning alcohol shooter bottles.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Dr. Farnham to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0.

Minutes of the April 3, 2023, City Council Meeting

Minutes of the April 10, 2023, Special City Council Meeting

COUNCIL BILL NO. 2023-260 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. The Council Bill was declared adopted and entitled **Ordinance No. 2023-048**.

COUNCIL BILL NO. 2023-261 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and including in District M-2 (Heavy Industrial) property as described below and located 6701 E 26th St. The Council Bill was declared adopted and entitled **Ordinance No. 2023-049**.

AMENDED COUNCIL BILL NO. 2023-262 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Residential) and including in District C-1 PD (Neighborhood Commercial Planned District) property as described below and located 2501 E 20th St. The Council Bill was declared adopted and entitled **Ordinance No. 2023-050**.

COUNCIL BILL NO. 2023-263 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 PD (Two-Family Residential Planned District) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. The Council Bill was declared adopted and entitled **Ordinance No. 2023-051**.

COUNCIL BILL NO. 2023-264 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. The Council Bill was declared adopted and entitled **Ordinance No. 2023-052**.

COUNCIL BILL NO. 2023-265 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to MUC (Mixed Use Commercial) property as described below and located at the intersection of W 32nd Street and S John Duffy Dr., approx. 3500 feet west of S John Duffy Dr. The Council Bill was declared adopted and entitled **Ordinance No. 2023-053**.

COUNCIL BILL NO. 2023-266 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to R-2 (Two-Family Residential) property as described below and located at 507 N Wall Ave. The Council Bill was declared adopted and entitled **Ordinance No. 2023-054**.

RESOLUTIONS

RESOLUTION NO. 2023-005

Mr. Stinnett introduced Resolution No. 2023-005- 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 2023; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. DeTar that Resolution No. 2023-005 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-118

Mr. DeTar introduced Council Bill No. 2023-118 - AN ORDINANCE approving a construction agreement with Vance Brothers Inc. in the amount of Six Hundred Seventy-Eight Thousand Six Hundred Forty-Six and 20/100 dollars ($678,646.20) for the Microsurfacing 2023 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. DeTar, second by Ms. Spencer that Council Bill No. 2023-118 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-055**.

COUNCIL BILL NO. 2023-123

Dr. Farnham introduced Council Bill No. 2023-123 - AN ORDINANCE approving an Agreement and two Work Authorizations with CJW Transportation Consultants, LLC (CJW) the sum of which is in the not to exceed total amount of One Hundred Ninety-Two Thousand Six Hundred Twenty-Nine and 35/100 dollars ($192,629.35) for professional engineering consulting services for the Joplin Area Transportation Planning Organization (JATSO) Safety Study; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Dr. Farnham, second by Ms. Williams that Council Bill No. 2023-123 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0 The Council Bill was declared adopted and entitled **Ordinance No. 2023-056.**

COUNCIL BILL NO. 2023-267

Mr. Stinnett introduced Council Bill No. 2023-267 - AN ORDINANCE approving an Agreement with Simpson Lawn Care, Inc. for On-Call Nuisance Lot Mowing Service, 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 Ms. Spencer that Council Bill No. 2023-267 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-057.**

COUNCIL BILL NO. 2023-401

Mr. Copple introduced Council Bill No. 2023-401 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Area Agency on Aging, Region X that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Cortez that Council Bill No. 2023-401 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-058.**

COUNCIL BILL NO. 2023-402

Mr. Cortez introduced Council Bill No. 2023-402 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of the Southwest Area that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2023-402 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-059.**

COUNCIL BILL NO. 2023-403

Mr. DeTar introduced Council Bill No. 2023-403 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Crosslines Churches of the Joplin Area, Inc. that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing and emergency clause. Motion by Mr. DeTar, second by Ms. Spencer that Council Bill No. 2023-403 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-060.**

COUNCIL BILL NO. 2023-404

Mr. Stinnett introduced Council Bill No. 2023-404 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Ozark Center that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing and emergency clause. Motion by Mr. Cortez, second by Mr. Cortez that Council Bill No. 2023-404 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-061.**

ORDINANCES – FIRST READING

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

The meeting was adjourned at 7:36 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2023-121 Construction Agreement for the E. Baker's Branch Sewer Extension, Phases 1 and 2 projects, and containing an emergency clause.

MEETING DATE
May 1, 2023

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2023-121 Ordinance; Bid Summary; Local Vendor Request Letter; Agreement; Exhibit Map

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

SUMMARY
This Council Bill approves a Construction Agreement with Rosetta Construction, Inc., for the E. Baker's Branch Sewer Extension, Phases 1 and 2 Project in the amount of Three Million Six Hundred Fifty-Three Thousand Seven Hundred Twenty-Nine and 00/100 Dollars ($3,653,729.00).

BACKGROUND
In the 1990s, the City of Joplin assisted financially with the Missouri Department of Transportation (MoDOT) in the construction of the Highway 249 ("the Rangeline Bypass") as a means of growing the City. In recent years, City staff have received inquiries about sewer service from various developers interested in improving properties along the Highway 249 corridor. However, development along the corridor was never cost-effective due to the lack of utility infrastructure. This project assists in facilitating development along the Highway 249 corridor.

This project will extend sanitary sewer service from the east side of Duquesne Road (just south of Zora Ave.) to the highway interchanges at Zora and Newman Road. See the attached exhibit map for reference. Design for the project was done by Allgeier, Martin and Associates. The project was advertised on March 24, 2023, and bids were opened on April 20, 2023, in accordance with the City of Joplin's procurement policies. Bids were received from 3 contractors, two of which were below the engineer's estimate; see the attached Bid Summary for reference. Rosetta Construction, Inc. was not the lowest bidder of the base bid (Phase 1), which was the published means for awarding the construction contract. Infrastructure-Solutions' bid was $3,167,080.00 and Rosetta's bid was $3,178,222.50, which is 0.35% higher than the lowest bid. Rosetta Construction, Inc. is being awarded the bid through the City's local vendor preference, in accordance with the City of Joplin's procurement manual, which allows a contractor to be considered local when a local sub-contractor will perform at least sixty percent of the value of the total [base bid] work to be performed. Rosetta has submitted documentation showing that Southard Construction will perform at least 60% of the base bid work. Public Works intends to provide construction administration and inspection.

FUNDING SOURCE
Sanitary Sewer Fund

RECOMMENDATION
Staff recommends approval of this Council Bill on an emergency basis, being an ordinance for infrastructure improvements, and 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. Specifically, the agreement needs to be approved as quickly as possible due to material price volatility.

COUNCIL BILL NO. 2023-121 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Three Million Six Hundred Fifty-Three Thousand Seven Hundred Twenty-Nine and 00/100 Dollars ($3,653,729.00) for the East Baker's Branch Sewer Extension, Phases 1 and 2 project; 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 agreement by and between the City of Joplin and Rosetta Construction, Inc., Three Million Six Hundred Fifty-Three Thousand Seven Hundred Twenty-Nine and 00/100 Dollars ($3,653,729.00) for the East Baker's Branch Sewer Extension, Phases 1 and 2 project, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there from the Sanitary Sewer Fund.

Section 4. That the City hereby declares that this Ordinance, dealing with a public improvement, 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. Specifically, the agreement needs to be approved as quickly as possible due to material price volatility.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL 2023-121

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Funds to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

BID SUMMARY

PROJECT: East Bakers Branch Wastewater Ext. Phase II

DATE OF BID OPENING: April 20th, 2023 @ 10:00 am

CONTRACTOR	BASE BID	ALTERNATE BID	TOTAL BID
Infrastructure Solutions	3,167,080.00	481,528.00	3,648,608.00
Rosetta Construction	3,178,222.50	475,506.50	3,653,729.00
Asbell Exc. & Trucking	5,751,367.48	442,171.80	6,193,539.28
Engineering Estimate	3,400,000.00		

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Rosetta Construction, LLC. Address: P.O Box 14024 Springfield, MO 65814	
Attention: Mr. Chris Parker- Civil Engineer II		Attention: Mr. Victor Rosetta	
Department: Public Works- Engineering		Phone:	Fax:
Phone: 417-624-0820	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:

East Bakers Branch Sewer Extension- Phase II

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 within 120 calendar days 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 always maintain adequate insurance coverage 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, 2023, 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 3 Million Six Hundred and Fifty-Three Thousand, Seven Hundred and Twenty-Nine Thousand Dollars and no/100 ($3,653,729.00) 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 $500 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 3 Million Six Hundred and Fifty-Three Thousand, Seven Hundred and Twenty-Nine Thousand Dollars and no/100, 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.

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.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

P. O. Box 14024
Springfield, MO 65814

ROSETTA
CONSTRUCTION, LLC
WWW.ROSETTACONSTRUCTION.COM

(o) 417-886-2094
(fax) 417-881-5758

To: City of Joplin, Missouri

Re: Local Vendor Preference as per City of Joplin Ordinance 2008-53

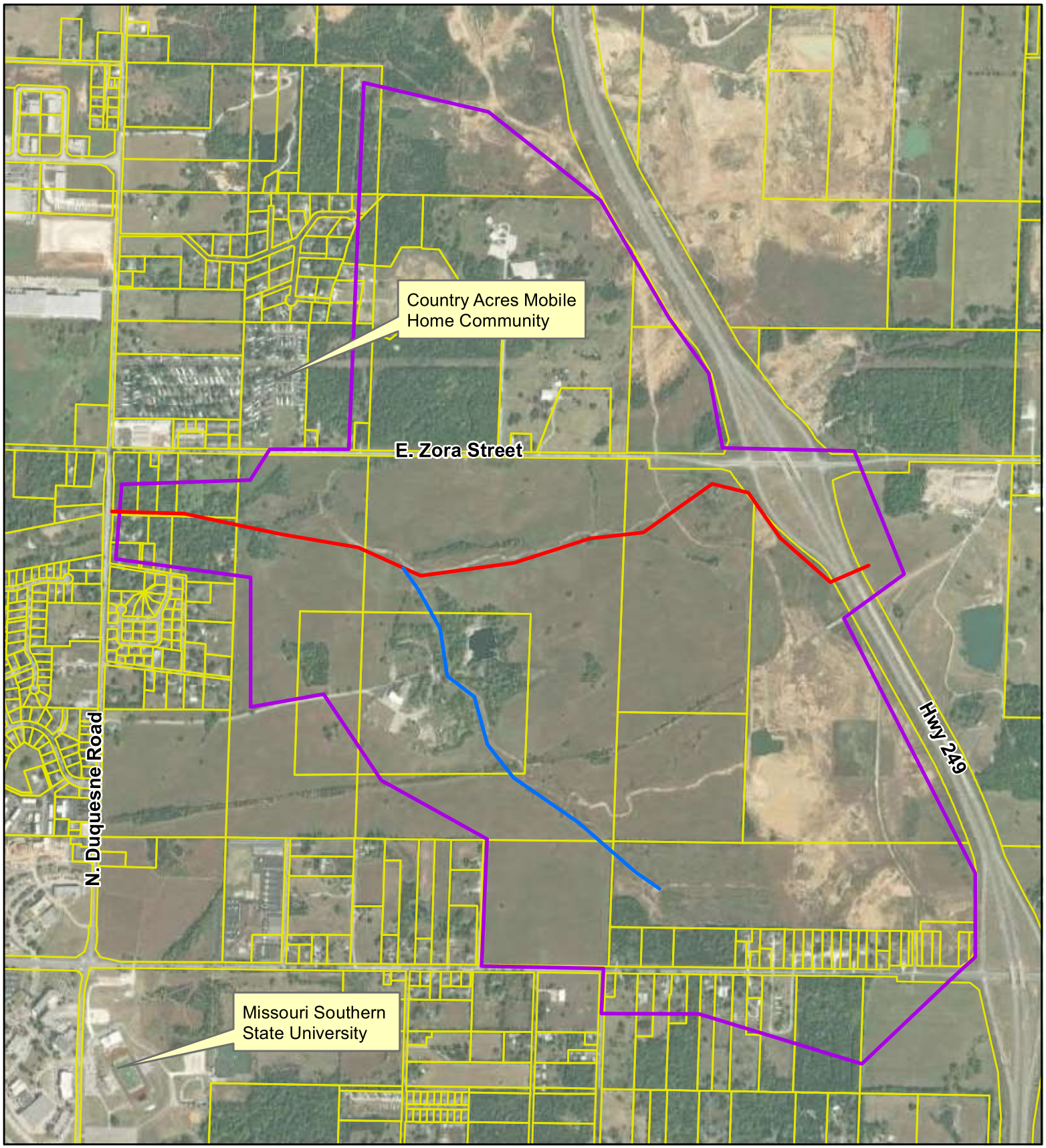
To Whom it may concern:

Per the City of Joplin local vendor and contractor ordinance 2008-53, Rosetta Construction LLC respectfully requests consideration as a local bidder. Our bid is based on utilizing the local Subcontractor, Southard Construction Co. of Joplin, Inc., to perform at least sixty percent (60%) of the value of the total work to be performed as set forth in the bid.

Southard Construction Co. of Joplin, Inc.
5371 CR 200
Joplin, MO. 64801

Sincerely,

Victor Rosetta – Pres./Mgr.
Rosetta Construction LLC



Legend

- Bakers Branch Extension Phase 1
- Bakers Branch Extension Phase 2
- Bakers Branch Basin
- Jasper County Parcels

Exhibit Map 1
Bakers Branch Extension Phase 1 & 2
July, 2021

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2023-122 Construction Agreement for the E. 7th Street Sewer Extension, Phase 2 Project, and containing an emergency clause.

MEETING DATE
May 1, 2023

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2023-122 Ordinance; Bid Summary; Contract Agreement; Exhibit Map

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

SUMMARY
This Council Bill approves a Construction Agreement with Rosetta Construction, Inc., for the E. 7th Street Sewer Extension, Phase 2 project in the amount of Seven Hundred Ninety-Four Thousand One Hundred Fifty-Five and 00/100 Dollars ($794,155.00).

BACKGROUND
In the 1990s, the City of Joplin assisted financially with the Missouri Department of Transportation (MoDOT) in the construction of the Highway 249 ("the Rangeline Bypass") as a means of growing the City. In recent years, City staff have received inquiries about sewer service from various developers interested in improving properties along the Highway 249 corridor. However, development along the corridor was never cost-effective due to the lack of utility infrastructure. This project assists in facilitating development along the Highway 249 corridor.

On August 16, 2021, City Council approved a construction agreement to extend sanitary sewer service from Kenser Rd. north and eastward across E. 7th Street (the Phase 1 project). That work was completed in July of 2022. Phase 2 of the overall project will extend the sanitary sewer main even further north and eastward, utilizing a casing pipe underneath Highway 249 to easily install gravity sewer to serve the east side of the highway. See the exhibit map for reference. Design for the project was done by Allgeier, Martin and Associates. The project was advertised on March 24, 2023, and bids were opened on April 18, 2023, in accordance with the City of Joplin's procurement policies. Bids were received from 7 contractors; Rosetta Construction, Inc. was confirmed to be the lowest bidder. The low bid was below the Engineer's estimate; see the attached Bid Summary for reference. Public Works intends to provide construction administration and inspection. Approval of this agreement will enable the City of Joplin to serve unsewered parcels in the immediate vicinity of Highway 249, between Newman Rd. and E. 7th Street.

FUNDING SOURCE
Sanitary Sewer Fund

RECOMMENDATION

Staff recommends approval of this Council Bill on an emergency basis, being an ordinance for infrastructure improvements, and 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. Specifically, the agreement needs to be approved as quickly as possible due to material price volatility.

COUNCIL BILL NO. 2023-122 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Seven Hundred Ninety-Four Thousand One Hundred Fifty-Five and 00/100 Dollars ($794,155.00) for the E. 7th Street Sewer Extension, Phase 2 project; 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 agreement by and between the City of Joplin and Rosetta Construction, Inc., in the amount of Seven Hundred Ninety-Four Thousand One Hundred Fifty-Five and 00/100 Dollars ($794,155.00) for the E. 7th Street Sewer Extension, Phase 2 project, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there from the Sanitary Sewer Fund.

Section 4. That the City hereby declares that this Ordinance, dealing with a public improvement, 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. Specifically, the agreement needs to be approved as quickly as possible due to material price volatility.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL 2023-122

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

BID SUMMARY

PROJECT: East 7th St. Sewer Ext. Phase II

DATE OF BID OPENING: April 18th, 2023 @ 10:00 am

CONTRACTOR	BID
Rosetta Construction	$794,155.00
Infrastructure Solutions	$843,470.00
K & B Equipment	$1,038,819.31
Asbell Excav. & Trucking	$1,071,603.98
Bennett, Inc.	$1,251,373.00
KAJACS Contractors, Inc.	$1,350,000
Dirks Heavy Contractors, LLC.	$1,475,182.00
Engineering Estimate	$1,200,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Rosetta Construction, LLC. Address: P.O Box 14024 Springfield, MO 65814	
Attention: Mr. Chris Parker- Civil Engineer II		Attention: Mr. Victor Rosetta	
Department: Public Works- Engineering		Phone:	Fax:
Phone: 417-624-0820	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:

East 7th Street Sewer Extension- Phase II

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 within 120 calendar days 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 always maintain adequate insurance coverage 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, 2023, 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Seven Hundred Ninety-Four Thousand, One Hundred and Fifty-Five Dollars and no/100 ($794,155.00) 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 $500 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 Seven Hundred Ninety-Four Thousand, One Hundred and Fifty-Five Dollars and no/100 ($794,155.00), 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.

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.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

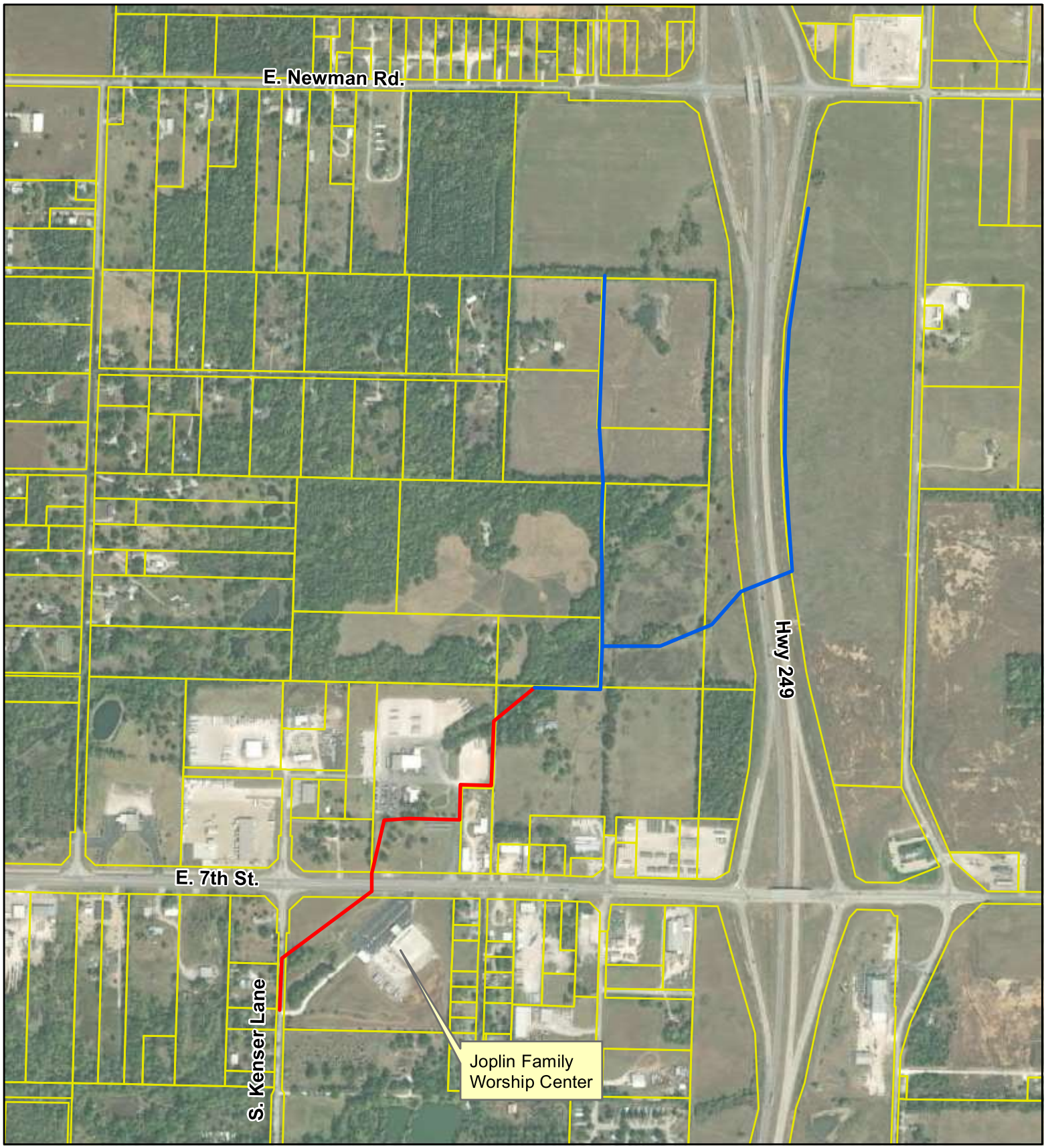
Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director



Legend

- East 7th Sewer Extension Phase 1
- East 7th Sewer Extension Phase 2
- Jasper County Parcels

Exhibit Map 1
East 7th St. Sewer Extension Phase 1 & 2
September, 2021

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 354, Building Regulations

MEETING DATE
May 1, 2023

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

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 2703 W D St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on July 18, 2022. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 24, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on April 7, 2023, for the removal of structures and any remaining debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$4,495.00
B & D Yardbuilders	$3,899.97
Big Johns	$5,950.00

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 2022-23 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B & D Yardbuilders for $3,899.97 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. 2023- 354, Photograph of Property, Bid Tabulation

CLOSING DATE:	7-Apr-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition of All Structures		LOCATION:	2703 W. D Street

COMPANY	BIDS
B & D Yardbuilders	$3,899.97
Big John's Heavy Equipment	$5,950.00
Nelson's Enterprises	NO BID
USA Demolition	$4,495.00

COUNCIL BILL 23-354
2703 W D ST.









COUNCIL BILL NO. 2023-354 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 a lot located at 2703 W D St. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety Nine dollars & Ninety-Seven cents ($3,899.97); 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 Eight Hundred Ninety-Nine dollars & Ninety-Seven ($3,899.97) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2703 W D St.

Section 2. The contractor will be paid in case 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 2703 W D St. ALL OF LOT NUMBERED ELEVEN (11) IN CHITWOOD ADDITION TO THE CITY OF JOPLIN, BEING LOCATED ON A PART OF THE WEST ONE HALF OF LOT 2, FRACTIONAL NORTHWEST QUARTERSECTION 4 TOWNSHIP 27 NORTH RANGE 33 SOUTH OF RAILROAD AS PER RECORDED PLAT THEROF IN JASPER COUNTY, MISSOURI.

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 the _____ day of_____, 2023, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-506 – Approving the Salary Administration Plan for Classified and Unclassified positions and the Salary Administration Plan for Part-Time/Seasonal positions.

MEETING DATE
May 1, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-506 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions; Exhibit "B"-Salary Administration Plan for Part-Time/Seasonal positions; Schedule "A"-Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the Salary Administration Plan for Classified and Unclassified positions, as well as the Salary Administration Plan for Part-Time/Seasonal positions.

BACKGROUND
Wage improvements for all City employees have been a priority of the City Manager, along with City Council support, since 2020. As such, the City first commissioned a market study that showed the entire Salary Administration Plan was too low and resulted in a 9% across-the-board adjustment to the entire Plan and, correspondingly, to employees. This was followed by the adoption of a Compensation Philosophy to follow once the pay structure is corrected based on available resources. However even after these steps, there was still a feeling that the pay plan structure through the placement or groupings of positions was not correct and the Plan was in need of an internal equity update. In order to review internal equity, the next step was to update the job descriptions, which was undertaken and completed in 2021. This set the stage for an internal equity study in 2022.

The City hired AGH to conduct that study. The process was very much an employee driven process with the consultant. There was an employee committee made up of representatives from across departments. With the consultant's assistance, the committee learned about compensable factors, helped choose the compensable factors for this organization and scored the positions. AGH reviewed and validated the information and compiled the correct groupings for the positions, which was presented to City Council in August of 2022.

At this same time, the voters of Joplin were asked to consider Prop Public Safety, which was

ultimately not successful. With the outcome of the election, City staff began working with the FOP to develop a new pay plan for the police department, along with an agreement. Through the collaborative process, a new agreement, including a pay plan with guaranteed step increases for five years, was adopted and went into effect on September 10, 2022. Next, similar work began with the IAFF for the fire department. A similar agreement and pay plan was developed and adopted at the end of December 2022.

Then, work turned to developing a pay plan that implements the internal equity recommendations. As presented in August by AGH, the City's entire pay plan is too low, too compressed and the positions are not correctly grouped based on compensable factors and they recommended adopting a new pay plan. The proposed pay plan is built around the police and fire pay plans in an attempt to ensure the entire pay structure is equitable for the organization as a whole. Internal equity is not about giving pay raises today, although that does occur through placement in the new pay plan, but rather about placing positions in the appropriate grades and grouped with similarly valued positions based on those compensable factors. The compensable factors developed for this organization are:

- Knowledge
- Responsibility and Accountability
- Leadership
- Fiscal Responsibility
- Work Impact
- Problem Solving
- Customer Service
- Physical Working Conditions
- Mental Stress

The new structure reduces the number of grades from 24 to 15, increases the steps from 2% to 2.5%, which reduces the number of steps from 20/22 to 17/18. The annual starting pay increases from $22,917.00 to $28,392.00. Placement within the pay plan will be minimum placement, which means the employee will move to the next closest step in their new grade to what their current pay is under the existing Plan. No position is moving backwards in terms of the starting pay for their new grade. The annual total cost of implementing this Plan is approximately $1.4 million across all funds. The annual cost to the general fund is approximately $420,000. Under fund accounting, employees are accounted for in various funds. As such, the cost of this plan is assessed to the appropriate fund for that employee. If passed tonight, the effective date of this Plan will be May 6, 2023.

This proposal is to utilize the increase in revenue from inflation and growth, as shown over the last several years to be financially sustainable, to fund this pay plan, along with the new police and fire pay plans recently adopted. While this is not the final step in needed wage improvements for general employees, the same as with the police and fire pay plans, this is merely one more step in the needed continued wage improvements with available resources in order to retain and recruit quality employees to provide the services the community desires. The inability to retain

and recruit employees utilizing the current pay plan have hindered the City's ability to provide critical services to the community.

FUNDING SOURCE

This 2023 budget is being amended across the funds for the remaining six months of the fiscal year.

RECOMMENDATION

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

COUNCIL BILL NO. 2023-506 ORDINANCE NO.

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2022-2023; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2023-040 on March 20, 2023; and,

WHEREAS, the City's inability to recruit and retain city employees has impacted critical city services desired by the citizens of Joplin and visitors to the community; and,

WHEREAS, the City Council desires to implement the internal equity recommendations in a new Salary Administration Plan for full-time, part-time and seasonal general employees effective May 6, 2023; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

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

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on May 6, 2023, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2022-2023, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the annual salary of certain Unclassified positions for Fiscal Year 2022-2023, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That the rate per hour for certain Part-Time and Seasonal positions shall be in accordance with Exhibit "B" attached hereto and incorporated herein. The City Manager may approve any increase to the rates stated in Exhibit "B" in order to meet the Federal Minimum Wage requirements.

Section 5. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 6. That fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing appropriations by the total amount of Seven Hundred Seventeen Thousand Six Hundred Dollars and No Cents ($717,600.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 7. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 8. That this being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12 (3), (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____ day of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE MAY 6, 2023
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
1	Cook	$ 13.650	$ 13.991	$ 14.341	$ 14.700	$ 15.067	$ 15.444	$ 15.830	$ 16.226	$ 16.631	$ 17.047	$ 17.473	$ 17.910	$ 18.358	$ 18.817	$ 19.287	$ 19.769	$ 20.264	
	Court Assistant I	$ 28,392	$ 29,102	$ 29,829	$ 30,575	$ 31,339	$ 32,123	$ 32,926	$ 33,749	$ 34,593	$ 35,458	$ 36,344	$ 37,253	$ 38,184	$ 39,139	$ 40,117	$ 41,120	$ 42,148	
	Custodian																		
	Transit Dispatcher																		
2	Administrative Assistant	$ 14.742	$ 15.111	$ 15.488	$ 15.876	$ 16.272	$ 16.679	$ 17.096	$ 17.524	$ 17.962	$ 18.411	$ 18.871	$ 19.343	$ 19.826	$ 20.322	$ 20.830	$ 21.351	$ 21.885	
	Breastfeeding Peer Counselor Coordinator	$ 30,663	$ 31,430	$ 32,216	$ 33,021	$ 33,847	$ 34,693	$ 35,560	$ 36,449	$ 37,360	$ 38,294	$ 39,252	$ 40,233	$ 41,239	$ 42,270	$ 43,327	$ 44,410	$ 45,520	
	Court Compliance Officer I																		
	Laborer I																		
	Police Services Assistant																		
	Tourism Assistant																		
	Transit Driver I																		
	Utility Locator																		
	Wastewater Laboratory Assistant																		
	WIC Certifier																		
3	Automotive Service Worker	$ 15.921	$ 16.319	$ 16.727	$ 17.146	$ 17.574	$ 18.014	$ 18.464	$ 18.925	$ 19.399	$ 19.884	$ 20.381	$ 20.890	$ 21.412	$ 21.948	$ 22.496	$ 23.059	$ 23.635	
	Court Assistant II	$ 33,116	$ 33,944	$ 34,793	$ 35,663	$ 36,554	$ 37,468	$ 38,405	$ 39,365	$ 40,349	$ 41,358	$ 42,392	$ 43,452	$ 44,538	$ 45,651	$ 46,793	$ 47,962	$ 49,162	
	Engineering Assistant																		
	Laborer II																		
	Recreation Leader																		
	Transit Driver II																		
4	Accounting Specialist	$ 17.195	$ 17.625	$ 18.066	$ 18.517	$ 18.980	$ 19.455	$ 19.941	$ 20.440	$ 20.951	$ 21.474	$ 22.011	$ 22.561	$ 23.125	$ 23.704	$ 24.296	$ 24.904	$ 25.526	
	Airport Operations Worker	$ 35,766	$ 36,660	$ 37,576	$ 38,516	$ 39,479	$ 40,466	$ 41,477	$ 42,514	$ 43,577	$ 44,667	$ 45,783	$ 46,928	$ 48,101	$ 49,303	$ 50,536	$ 51,799	$ 53,094	
	Assistant City Clerk																		
	Automotive Technician I																		
	Court Compliance Officer II																		
	Crime Analyst																		
	CVB Marketing Specialist																		
	Engineering Technician																		
	Equipment Operator																		
	Evidence Technician																		
	Human Resources Specialist																		
	Legal Specialist																		
	Neighborhood Improvement Officer																		
	Park Ranger																		
	Parks Caretaker																		
	Recreation Coordinator																		
	Transit Driver III																		
	Wastewater Laboratory Technician																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE MAY 6, 2023
* - unclassified position according to city charter (E) - exempt according to FLSA

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	Wastewater Plant Operator Wastewater Plant Utility Worker																		
10	Airport Police Officer Animal Control Officer Building Inspector Building Maintenance Technician Construction Inspector Detention Officer Environmental Public Health Specialist I Executive Asst/Secretary to City Manager Heavy Equipment Operator Parks Facilities Maintenance Technician Public Safety Communications Operator Traffic, Markings and Sign Technician	$ 18.915 $ 39,342	$ 19.387 $ 40,326	$ 19.872 $ 41,334	$ 20.369 $ 42,367	$ 20.878 $ 43,427	$ 21.400 $ 44,512	$ 21.935 $ 45,625	$ 22.483 $ 46,766	$ 23.046 $ 47,935	$ 23.622 $ 49,133	$ 24.212 $ 50,361	$ 24.818 $ 51,621	$ 25.438 $ 52,911	$ 26.074 $ 54,234	$ 26.726 $ 55,590	$ 27.394 $ 56,979	$ 28.079 $ 58,404	
11	Automotive Technician II Communications Technician Environmental Public Health Specialist II GIS Technician Lead Building Inspector Lead Case Investigator/Contact Tracer Lead Cemetery Caretaker Lead Parks Caretaker Nutritionist I Project Coordinator Property Negotiator/Appraiser Traffic Signal Technician Wastewater Plant Technician Wastewater Pretreatment Technician	$ 20.806 $ 43,277	$ 21.326 $ 44,358	$ 21.859 $ 45,467	$ 22.406 $ 46,604	$ 22.966 $ 47,769	$ 23.540 $ 48,963	$ 24.129 $ 50,188	$ 24.732 $ 51,442	$ 25.350 $ 52,728	$ 25.984 $ 54,046	$ 26.633 $ 55,398	$ 27.299 $ 56,783	$ 27.982 $ 58,202	$ 28.681 $ 59,657	$ 29.398 $ 61,149	$ 30.133 $ 62,677	$ 30.887 $ 64,244	
20	Airport Operations Supervisor Chief Wastewater Plant Operator Chief Wastewater Plant Technician Community Health Planner/Educator Jail Shift Supervisor Nutritionist II Transit Driver Supervisor Utility Billing Supervisor Wastewater Laboratory Supervisor	$ 21.846 $ 45,440	$ 22.392 $ 46,576	$ 22.952 $ 47,741	$ 23.526 $ 48,934	$ 24.114 $ 50,158	$ 24.717 $ 51,412	$ 25.335 $ 52,697	$ 25.968 $ 54,014	$ 26.618 $ 55,365	$ 27.283 $ 56,749	$ 27.965 $ 58,168	$ 28.664 $ 59,622	$ 29.381 $ 61,112	$ 30.115 $ 62,640	$ 30.868 $ 64,206	$ 31.640 $ 65,811	$ 32.431 $ 67,456	$ 33.242 $ 69,143

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE MAY 6, 2023
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21	Accountant (E)	$ 24.031	$ 24.632	$ 25.248	$ 25.879	$ 26.526	$ 27.189	$ 27.869	$ 28.565	$ 29.279	$ 30.011	$ 30.762	$ 31.531	$ 32.319	$ 33.127	$ 33.955	$ 34.804	$ 35.674	$ 36.566
	Community Health Nurse (E)	$ 49,984	$ 51,234	$ 52,515	$ 53,828	$ 55,173	$ 56,553	$ 57,967	$ 59,416	$ 60,901	$ 62,424	$ 63,984	$ 65,584	$ 67,223	$ 68,904	$ 70,627	$ 72,392	$ 74,202	$ 76,057
	Fire Apparatus Fleet Manager																		
	IT Analyst																		
	Land Surveyor																		
	Planner																		
	Plans Reviewer																		
	Public Safety Communications Supervisor																		
	Recycling Coordinator (E)																		
	Wastewater Pretreatment Inspector																		
22	Assistant CVB Director/Director of Sales (E)	$ 26.434	$ 27.095	$ 27.772	$ 28.467	$ 29.178	$ 29.908	$ 30.655	$ 31.422	$ 32.207	$ 33.013	$ 33.838	$ 34.684	$ 35.551	$ 36.440	$ 37.351	$ 38.284	$ 39.242	$ 40.223
	Building Maintenance Supervisor (E)	$ 54,983	$ 56,357	$ 57,766	$ 59,211	$ 60,691	$ 62,208	$ 63,763	$ 65,357	$ 66,991	$ 68,666	$ 70,383	$ 72,142	$ 73,946	$ 75,794	$ 77,689	$ 79,632	$ 81,622	$ 83,663
	Communications Technician Manager																		
	Fleet Maintenance Supervisor (E)																		
	Golf Course Professional (E)																		
	Human Resources-Safety Manager (E)																		
	Jail Administrator (E)																		
	Neighborhood Improvement Supervisor (E)																		
	Regional Response Planner																		
	Transportation Coordinator (E)																		
23	Assistant Wastewater Plant Superintendent (E)	$ 29.077	$ 29.804	$ 30.550	$ 31.313	$ 32.096	$ 32.898	$ 33.721	$ 34.564	$ 35.428	$ 36.314	$ 37.222	$ 38.152	$ 39.106	$ 40.084	$ 41.086	$ 42.113	$ 43.166	$ 44.245
	Athletic Facilities Superintendent (E)	$ 60,481	$ 61,993	$ 63,543	$ 65,132	$ 66,760	$ 68,429	$ 70,140	$ 71,893	$ 73,690	$ 75,533	$ 77,421	$ 79,356	$ 81,340	$ 83,374	$ 85,458	$ 87,595	$ 89,785	$ 92,029
	Cemetery Superintendent (E)																		
	Emergency Management Coordinator (E)																		
	Financial Analyst (E)																		
	Golf Course Maintenance Supervisor (E)																		
	Infrastructure Maintenance Supervisor (E)																		
	Medical Services Coordinator (E)																		
	Museum Curator (E)																		
	Network Administrator																		
	Parks Maintenance Superintendent (E)																		
	Public Information Officer (E)																		
	Public Safety Communications Manager (E)																		
	WIC Services Coordinator (E)																		
24	Airport Manager (E)	$ 31.985	$ 32.785	$ 33.604	$ 34.445	$ 35.306	$ 36.188	$ 37.093	$ 38.020	$ 38.971	$ 39.945	$ 40.944	$ 41.967	$ 43.017	$ 44.092	$ 45.194	$ 46.324	$ 47.482	$ 48.669
	Assistant City Prosecutor (E)	$ 66,529	$ 68,192	$ 69,897	$ 71,645	$ 73,436	$ 75,272	$ 77,154	$ 79,082	$ 81,059	$ 83,086	$ 85,163	$ 87,292	$ 89,474	$ 91,711	$ 94,004	$ 96,354	$ 98,763	$ 101,232
	Capital Improvement Project Manager (E)																		
	Chief Building Official (E)																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE MAY 6, 2023
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	Civil Engineer I (E) Infrastructure Superintendent (E) Police Captain (E) Wastewater Plant Superintendent (E)																		
30	Assistant Director of Health (E) Assistant Director of Planning, Development and NS (E) Assistant Director of Public Works-Operations (E) Assistant Finance Director (E) Assistant Parks Director (E) City Prosecutor (E) Civil Engineer II (E) Deputy Fire Chief (E)	$ 35.184 $ 73,182	$ 36.063 $ 75,012	$ 36.965 $ 76,887	$ 37.889 $ 78,809	$ 38.836 $ 80,779	$ 39.807 $ 82,799	$ 40.802 $ 84,869	$ 41.822 $ 86,991	$ 42.868 $ 89,165	$ 43.940 $ 91,395	$ 45.038 $ 93,679	$ 46.164 $ 96,021	$ 47.318 $ 98,422	$ 48.501 $ 100,882	$ 49.714 $ 103,405	$ 50.957 $ 105,990	$ 52.230 $ 108,639	$ 53.536 $ 111,355
40	Assistant City Attorney (E) Assistant Director of Public Works-Engineering (E) Assistant Police Chief (E) CVB Director (E) Municipal Court Administrator	$ 38.702 $ 80,500	$ 39.670 $ 82,513	$ 40.661 $ 84,576	$ 41.678 $ 86,690	$ 42.720 $ 88,857	$ 43.788 $ 91,079	$ 44.883 $ 93,356	$ 46.005 $ 95,690	$ 47.155 $ 98,082	$ 48.334 $ 100,534	$ 49.542 $ 103,047	$ 50.781 $ 105,623	$ 52.050 $ 108,264	$ 53.351 $ 110,971	$ 54.685 $ 113,745	$ 56.052 $ 116,589	$ 57.454 $ 119,503	$ 58.890 $ 122,491
41	Community Health Director (E) Deputy Director of Public Works (E) Director of Information Technology (E) Director of Planning, Development and NS (E) Finance Director (E) Fire Chief (E) Human Resources Director/Risk Mgr (E) Parks & Recreation Director (E)	$ 42.572 $ 88,550	$ 43.637 $ 90,764	$ 44.728 $ 93,033	$ 45.846 $ 95,359	$ 46.992 $ 97,743	$ 48.167 $ 100,187	$ 49.371 $ 102,691	$ 50.605 $ 105,259	$ 51.870 $ 107,890	$ 53.167 $ 110,587	$ 54.496 $ 113,352	$ 55.859 $ 116,186	$ 57.255 $ 119,090	$ 58.686 $ 122,068	$ 60.154 $ 125,119	$ 61.657 $ 128,247	$ 63.199 $ 131,454	$ 64.779 $ 134,740
42	Assistant City Manager (E) Police Chief (E) Public Works Director (E)	$ 46.830 $ 97,405	$ 48.000 $ 99,841	$ 49.200 $ 102,337	$ 50.430 $ 104,895	$ 51.691 $ 107,517	$ 52.983 $ 110,205	$ 54.308 $ 112,960	$ 55.666 $ 115,785	$ 57.057 $ 118,679	$ 58.484 $ 121,646	$ 59.946 $ 124,687	$ 61.444 $ 127,804	$ 62.981 $ 131,000	$ 64.555 $ 134,275	$ 66.169 $ 137,631	$ 67.823 $ 141,072	$ 69.519 $ 144,599	$ 71.257 $ 148,214

CITY OF JOPLIN
EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR
PART-TIME SEASONALS
EFFECTIVE MAY 6, 2023

	REGULAR Part-Time and Seasonal Hourly	Hourly Rate
1	Cashier Lifeguard Museum Assistant Outside Service Attendant Recreation Instructor School Crossing Guard	$ 13.650
2	Clerk Interpreter/Translator Laborer Peer Counselor Pool Operator Utility Assistant	$ 14.742
3	Aquatic Supervisor Athletic Coordinator Concessions Coordinator Day Camp Director Golf Lead Cashier School Crossing Guard Coordinator	$ 15.921

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
1-May-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION	REVENUES	EXPENDITURES
001	General Fund				
				$ -	
	General Fund				215,000
	Total General Fund			$ -	215,000
101	Public Safety Sales Tax Fund				
				$ -	
	Public Safety Sales Tax Func				500
	Total Public Safety Sales Tax Fund			$ -	500
105	CVB Fund				
				$ -	
	CVB Fund				8,250
	Total CVB Fund			$ -	8,250
110	Health Fund				
				$ -	
	Health Fund				50,000
	Total Health Fund			$ -	50,000
115	Parks Fund				
				$ -	
	Parks Fund				53,000
	Total Parks Fund			$ -	53,000
120	Solid Waste Management Fund				
				$ -	
	Solid Waste Management Fu				12,500
	Total Solid Waste Management Fund			$ -	12,500
130	Parks & Stormwater Sales Tax Fund				
				$ -	
	Parks & Stormwater Sales Ta				47,000
	Total Parks & Stormwater Sales Tax Fund			$ -	47,000
140	Transportation Sales Tax Fund				
				$ -	
	Transportation Sales Tax Fur				136,000
	Total Transportation Sales Tax Fund			$ -	136,000
145	Capital Improvement Sales Tax Fund				
				$ -	
	Capital Improvement Sales T				1,500

	Total Capital Improvement Sales Tax Fund	$	-	1,500
150	Planning Fund			
		$	-	
	Planning Fund			13,000
	Total Planning Fund	$	-	13,000
405	Airport Fund			
		$	-	
	Airport Fund			39,500
	Total Airport Fund	$	-	39,500
410	Golf Course Fund			
		$	-	
	Golf Course Fund			13,500
	Total Golf Course Fund	$	-	13,500
415	Sanitary Sewer Fund			
		$	-	
	Sanitary Sewer Fund			68,500
	Total Sanitary Sewer Fund	$	-	68,500
505	Central Garage Fund			
		$	-	
	Central Garage Fund			2,350
	Total Central Garage Fund	$	-	2,350
520	Emergency Communications Fund			
		$	-	
	Emergency Communications			57,000
	Total Emergency Communications Fund	$	-	57,000
	Grand Total	$	-	717,600

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-007 – authorizing an MOU between the City of Joplin, RestoreSpiva, LLC, and the Community Foundation of the Ozarks, for the purpose of conducting a capital campaign to restore Spiva Park in the City of Joplin and establishing responsibilities of the parties.

MEETING DATE
May 1, 2023

ORIGINATING DEPARTMENT
Parks & Recreation – Paul Bloomberg

ATTACHMENTS
Council Bill No. 2023-007; Exhibit "A" - Memorandum of Understanding and Agreement.

REVIEWED BY
Parks Director Paul Bloomberg; Finance Director Leslie Haase; City Attorney Peter Edwards; Assistant City Manager Tony Robyn; City Manager Nicholas Edwards.

SUMMARY
This Council Bill approves an MOU between the City of Joplin, RestoreSpiva, LLC, and the Community Foundation of the Ozarks. The MOU provides that RestoreSpiva will undertake a capital campaign to raise money to restore masonry, plumbing, lighting and other electrical work in the park.

BACKGROUND
This Memorandum of Understanding with RestoreSpiva, LLC, and the Community Foundation of the Ozarks is for the purpose of RestoreSpiva LLC, conducting a capital campaign in order to complete certain capital restoration projects in Spiva Park, including renovation of masonry, plumbing, lighting and electrical works, including future upgrades to the Park and establishing responsibilities in maintaining and operating Spiva Park between the City and RestoreSpiva LLC. The MOU sets out certain responsibilities of the City and of RestoreSpiva LLC related to the maintenance and restoration of Spiva Park.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2023-007 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into a Memorandum of Understanding (MOU) with RestoreSpiva, LLC, and the Community Foundation of the Ozarks for the purpose of RestoreSpiva, LLC, conducting a capital campaign to restore Spiva Park in the City of Joplin; establishing responsibilities for RestoreSpiva, LLC, and the City in maintaining and operating Spiva Park; and authorizing the City Manager to execute said Memorandum of Understanding by and on behalf of the City of Joplin.

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

Section 1. That the Memorandum of Understanding with RestoreSpiva, LLC, and the Community Foundation of the Ozarks for the purpose of RestoreSpiva, LLC, conducting a capital campaign to in order to complete certain capital restoration projects in Spiva Park, including renovation of masonry, plumbing, lighting and electrical works, including future upgrades to the Park and establishing responsibilities in maintaining and operating Spiva Park between the City and RestoreSpiva, LLC, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be, and the same is, hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This memorandum of understanding and agreement (herein "MOU") is made on this _____ day of _____, 2023, by and between the RestoreSpiva LLC, a Missouri Limited Liability Company (hereinafter referred to as "RestoreSpiva"), the City of Joplin, a Missouri Municipal Corporation (hereinafter referred to as "City"), and the Community Foundation of the Ozarks, a Missouri Nonprofit Corporation (hereinafter referred to as "CFO"), collectively referred to as the "Parties."

WHEREAS, City owns Spiva Park (hereinafter referred to as "Park"), and City desires to enter into an agreement with RestoreSpiva under the terms and conditions described herein; and

WHEREAS, RestoreSpiva was formed by the Cragin Family (Mike Cragin, Christy Cragin, Scott Cragin and Gay Currence) for the purposes of renovating and upgrading the Park; and

WHEREAS, RestoreSpiva's purpose is "To conduct a capital campaign to restore the park to its place as a jewel of the city including renovation of masonry, plumbing, lighting and electrical work and to provide for future upgrades to the Park", and

WHEREAS, CFO will aid in the capital campaign of RestoreSpiva, and shall hold and distribute funds generated in the capital campaign for Park purposes, and

WHEREAS, for the reasons set forth herein, the Parties desire to set forth the material terms of their collaboration to renovate and upgrade the Park in this Memorandum of Understanding and Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RestoreSpiva, CFO and City agree as follows:

1. Responsibilities of RestoreSpiva.
    a. RestoreSpiva will conduct a capital campaign under the guidance and stewardship of CFO, which shall maintain and distribute funds in accordance with the instructions of RestoreSpiva. The capital campaign will have two separate funds: 1) primary fund for restoration; and 2) endowment fund earmarked for future upgrades.
    b. RestoreSpiva will determine the scope of work for Park restoration and upgrades funded through CFO, with City approval.

EXHIBIT "A"

c. RestoreSpiva will select the contractor(s) for the restoration and upgrades, with City approval.

d. RestoreSpiva will earmark all funds from the endowment for specific Park upgrade needs.

2. Responsibilities of City.

a. City will work in good faith with RestoreSpiva to sign off on approval of all restoration and upgrades funded through CFO. All proposed restoration and upgrades shall be consistent with customary building standards and adhere to the current historical aesthetics of the park.

b. City will continue to bear primary responsibility for maintaining and operating the Park including landscaping, fountains, lighting, sculptures and surveillance.

c. City will include RestoreSpiva in any community efforts addressing the issue of homelessness city-wide as well as how the issue impacts the Park in particular.

d. City agrees that the endowment for upgrades of the Park is in addition to the City's budgeted funds for maintenance of the Park. It is not the City's intention to decrease future maintenance funding for the Park because of RestoreSpiva's potential to provide maintenance funds for the Park. All City budget items are subject to annual budget appropriation.

3. Insurance. All contractors that provide work on behalf of RestoreSpiva shall be licensed in the City of Joplin and shall carry liability insurance, issued by an insurance company authorized to do business in the State of Missouri, covering City, its agents, employees, and invitees, and naming City as an additional insured, in the amount of One Million Dollars ($1,000,000.00) for Combined Single Limit for Personal Injury or Property Damage. Such insurance shall be evidenced by filing with the City an Insurance Certificate, naming City as an additional insured under such policy, and providing that such policy shall not be canceled without thirty (30) days written notice to City. RestoreSpiva and its contractors agree to indemnify and hold and save harmless the City from any and all damages, claims, and assessments of every type and character arising from all construction and related activities at or in any way related to the Park.

4. Nature of Relationship. RestoreSpiva and CFO shall perform as independent contractors and shall not hold themselves out to third parties as agents of City. RestoreSpiva and

CFO shall not be considered agents of City nor shall any of the employees, agents, officers, members, or other personnel of RestoreSpiva or CFO be considered sub-agents of City.

5. Termination. A party may terminate this Agreement by giving 120 days notice to the other party.

6. Notices. All notices, requests, and demands to or upon the parties of the MOU shall be deemed to have been given or made when delivered by hand or via certified mail addressed as follows or to other such addresses as may be hereafter designated in writing:

City: City of Joplin
602 S. Main St.
Joplin, MO 64801

RestoreSpiva LLC
1421 Crestwood Dr.
Joplin, MO 64801

Community Foundation of the Ozarks
P.O. Box 8960
Springfield, MO 65801

7. Amendments. This Agreement contains all of the agreements and conditions made between the parties and may only be modified by written agreement signed by all parties to this Agreement.

8. Assignment. This Agreement shall not be assignable by RestoreSpiva without the express written consent of City being first obtained.

9. Choice of Law. This Agreement has been made, and its validity, performance, and effect shall be determined, in accordance with the laws of the State of Missouri, and venue for litigation between the parties shall be solely and exclusively in the Circuit Court of Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

10. Compliance with the Law. RestoreSpiva agrees to comply with all applicable laws in connection with the performance of this MOU.

11. Severability. The invalidity, illegality, or unenforceability of any provision of this MOU shall not affect the validity, legality, or enforceability of the other provisions of this MOU which shall remain effective.

<The rest of this page is intentionally left blank. Signature page follows.>

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and approved and is effective and operative as to each of the parties as herein provided.

CITY OF JOPLIN, MISSOURI

By:_____
Nicholas Edwards, City Manager

ATTEST:

By:_____
Holly Nagy, City Clerk

RESTORESPIVA LLC

By:_____
Mike Cragin, Managing Member

By:_____
Christy Cragin, Managing Member

By:_____
Scott Cragin, Managing Member

By:_____
Gay Currence, Managing Member

COMMUNITY FOUNDATION OF THE OZARKS

By:_____
Brian Fogle, President

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 020-23 – Site Plan Review

MEETING DATE:
May 1, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 020-23: 2907 E 22nd St - Site Plan Review – A Request to review a Site Plan for a drive through Dominos restaurant – Bates Building

BACKGROUND:
Bates Building, the owner of the property, is seeking to build a drive through Domino's pizza to replace their existing site on Range Line. The site will have no indoor seating, and plenty of room for pick up circulation. The site complies with all Planning and Zoning requirements.

The City is requiring a buffer on the Western side of the property to provide a visual barrier to the existing Single-Family house on 2131 S Highview Ave.

PLANNING & ZONING COMMISSION TESTIMONY:

Lillian Bryant, 811 E. 3rd St., Joplin, Missouri. Ms. Bryant stated she was a representative from Anderson Engineering and was prepared to answer any questions. Mr. Bolander corrected a previous statement and stated a 15ft wide buffer would be required which would be totally green scaped.

PUBLIC COMMENT;
There was no comment in favor or in opposition to this request.

RECOMMENDATIONS:
Staff recommends approval for Case 020-23
Planning & Zoning Commission recommends approval of Case 020-23 (7 in Favor, 0 Nay)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map
Site Plan

Z&P Meeting: April 10, 2023
City Council Meeting: May 1, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Site Plan Review

CASE 020-23 A request to review the Site Plan for future development.

LOCATION 2907 E 22nd St, Joplin, MO 64801

APPLICANT Anderson Engineering

PRESENT ZONING C-1-PD

PRESENT LAND USE Vacant

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1	C-1 PD	C-1 PD	R-1
Land Use	Vacant	Commercial (Popeyes)	Single-Family Residential/Vacant	Single-Family Residential

SUBDIVISION/TRACT

A part of Kindred's Subdivision.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 22nd St.	Local	50′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

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

No, the proposed use will not create an undue traffic hazard.

DISCUSSION

Bates Building, the owner of the property, is seeking to build a drive through Domino's pizza to replace their existing site on Range Line. The site will have no indoor seating, and plenty of room for pick up circulation. The site complies with all Planning and Zoning requirements.

The City is requiring a buffer on the Western side of the property to provide a visual barrier to the existing Single-Family house on 2131 S Highview Ave.

Staff recommends approval of Case 020-23.

ENCLOSURES

- Map of property
- Application
- Site Plan

Site Plan Review Procedures

Applicability. The planned development process is intended for development concepts that require a higher degree of specific planning based on the scale and complexity of the project, the relationship of the project to the context, and the ability to exceed the purpose, intent, and objectives of this code through innovative projects and more flexible application of the standards. A planned development application is a type of rezoning based on a specific and integrated development plan and must meet all of the procedures and requirements of the rezoning process. Application for a planned development may be filed by the property owner, the City Council, or the Planning Commission.

A development plan shall include a minimum of five acres, or at the Director's discretion, it may include less if the plan is situated to have a significant influence on the plan elements and criteria for the subject property and the general vicinity, rather than simply benefit the subject property. Additions to previously approved development plans may be considered an amendment to that plan and do not require a minimum size.

Preliminary Development Plan / Regulating Plan. A development plan is a comprehensive and detailed plan for coordinated development of the entire area. The purpose of a development plan is to allow preliminary review of a proposed planned development before substantial technical work has been undertaken, but to also streamline and grant flexibility to development based on the extent of planning and urban design assurances. A development plan shall generally include:

1. *Existing Conditions.* Analysis identifying the general layout of any existing structures, streets, civic spaces or infrastructure and the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features.
2. *Public Input Summary.* A summary of the type, extent and outcomes from any public engagement or neighborhood meetings regarding the plan and future development.
3. *Public Realm Plan.* A plan outlining the location, design characteristics, and functions of all proposed streets, storm water management systems, and open spaces and civic spaces – whether public, common, or private – that will create the public realm for the plan. This plan shall also include the requirements for a preliminary plat.
4. *Regulating Plan.* A plan indicating the specific land uses and their density/intensity, block, and lot patterns, building types and scale, design characteristics, and other building and site design elements that reflect the proposed character of the plan, and where relationships and transitions between these elements occur within the plan. A regulating plan shall be based off one or more base zoning districts, with the exception of where it notes deviations from based district standards and becomes a project or area specific zoning map. The regulating plan shall specifically identify where and how development standards may differ from those otherwise applicable through the most comparable base zoning districts and general development requirements of this code. This plan shall also include the requirements for a zoning map amendment.
5. *Phasing or Implementation.* A strategy indicating the estimated timing of development, and any other administrative details of implementing the plan through future final plats and site plans.

6. *Illustrative Plan.* The preliminary development plan may include an illustrative plan that includes renderings, elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details demonstrating how the plan will be executed according to the applicable development standards.

Review Criteria. A preliminary development plan shall be reviewed according to the following criteria:

1. The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the goals of the comprehensive plan, and based upon generally accepted planning and urban design practice.
2. The benefits from any flexibility in the standards proposed in the plan promote the general public health, safety and welfare of the community, and in particular that of the areas immediately near or within the proposed project and are not strictly to benefit the applicant or a single project.
3. The benefits from any flexibility in the standards proposed in the plan allow the project to better meet or exceed the intent statements of the base zoning district(s) and are consistent with the objectives of any specific standards proposed to be modified when applied to the project or site.
4. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the goals and objectives of the compressive plan and any specific plans to the area.
5. The plan meets all of the review criteria for a preliminary plat and zoning map amendment.

Review Procedure. In addition to all applicable general procedures in Table 2-1 and Section 2.01, the following specific procedures shall apply to planned developments.

1. The planned development process involves at least two steps – the preliminary development plan/regulating, and a site plan for specific components of the development plan. However, based on the complexity of projects and degree of advanced planning and urban design necessary for a project, the elements of a preliminary development plan in subsection B. may be broken into two or more steps.
2. In most cases land will need to be subdivided in order to carry out a development plan. The subdivision process is a separate process, but review and approvals may be incorporated into planned development process provided the procedural requirements and criteria are met for each application in the combined process.
3. All other review procedures for a zoning map amendment in Section 2.03.C. shall apply.

Effect of Decision. A preliminary plan including a regulating plan shall be approved by the City Council in the form of an ordinance.

1. *Preliminary Development Plan.* Approval of a preliminary development plan shall constitute acceptance of the overall planning concepts and development parameters. It does not change or approve any zoning standards or development standards unless accompanied by a regulating plan.
2. *Regulating Plan.* Approval of a regulating plan, or a preliminary development plan accompanied by a regulating plan implements the base zoning districts shown in the plan and approves any proposed modifications, deviations or additions to the base zoning district standards. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Designation shall be the applicable base zoning district plus "PD" (planned). (For example, where a portion of the development plan uses the R-1 and the C-1 base zoning districts for the preliminary development plan, the future zoning of each area shall be R-1-PD and C-1-PD respectively.)

3. *Public Realm Plan.* Approval of a public realm plan, or a preliminary development plan accompanied by a public realm plan has the same effect as approval of a preliminary plat, provided all submittal requirements for a preliminary plat are included.
4. *Final Development.* Prior to applying for permits for final development, any project included as part of a planned development shall first require approval of a final plat and a site plan as provided in these regulations. In addition to all other information and criteria required for those applications, submittals under an approved planned development shall include all information necessary to demonstrate that the standards, requirements, and conditions of the development plan have been met.
5. *Duration.* The preliminary development plan shall be valid for a period of two-years from the effective date of the ordinance, unless the ordinance or phasing plan establishes a different and specific implementation schedule. Submittal of a site plan for all or a portion of the area shall stay this two-year period, and approval of a site plan for a portion of the area shall renew the two-year period for the remainder of the preliminary development plan. If an applicant fails to obtain site plan approval within this period, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change. Otherwise, all subsequent site plans under the lapsed preliminary development plan shall require the same procedures and review criteria as a preliminary development plan.

Site Plan Review Application

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

Office Use Only

Case No.: 020-23
Filing Fee: $550.00
Received: 2/23/23
Advertised: _____
Proj. No.: 23-005

Applicant: Anderson Engineering Inc Phone No.: 417.782.7399

Address: 811 East 3rd Street Joplin, MO 64801 Email: cshort@ae-inc.com

Owner: Bates Building Phone No.: 417.385.1360

Address: 1700 East 4th Street Joplin, MO Email: _____

Location of Property: 22nd & Rangeline, Joplin, MO

Present Use of Property: vacant Zoning: C1-PD

Design Professional who Prepared the Plans: Lillian Bryant; Scott Wagoner

Phone No.: 417.782.7399 Email: swagoner@ae-inc.com; cshort@ae-inc.com

Total Acres: 0.61

Instructions:
The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details, and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

To be shown on or submitted with the plans:

Yes	No	
◉	○	Name of the project, address, boundaries, date, north arrow, and scale of the plan

- ⦿ ○ Name and address of the owner of record, developer, and seal of the engineer, architect, or landscape architect

- ⦿ ○ Name and address of all owners of record of abutting parcels

- ⦿ ○ All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures

- ⦿ ○ Layout of any existing structures, streets, civic spaces or infrastructure and the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features. For developments in the "C-2" Central Business District, indicate design details to make new construction compatible with existing structures

- ⦿ ○ The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs, and fences. Location type and screening details for all waste disposal containers shall also be shown

- ⦿ ○ The Planner may require location, height, intensity, and bulb type (e.g., fluorescent, LED) of all external lighting fixtures, and the direction of illumination and methods to eliminate glare onto adjoining properties

- ⦿ ○ The location, height, size, materials, and design of all proposed signage

- ⦿ ○ A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas

- ⦿ ○ A landscape maintenance schedule detailing watering, pruning, and replacement of dead plant material.

- ⦿ ○ The location of all existing and proposed utility systems including sewer lines, sewer lateral lines, and manholes; water lines and fire hydrants; telephone, cable, internet, and electrical systems; and storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales

- ⦿ ○ Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable

- ⦿ ○ Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements.

⦿ ○ Zoning district boundaries adjacent to the site's perimeter shall be drawn and identified on the plan

⦿ ○ Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include the projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels; the projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and the impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.

⦿ ○ For new construction or alterations to any existing structure, a table containing the following information must be included. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; maximum number of employees; maximum seating capacity, where applicable; number of parking spaces existing and required for the intended use; a landscape plan for improving large areas of paved parking with appropriate landscaping may be required.

⦿ ○ Summary of the type, extent and outcomes from any public engagement or neighborhood meetings.

⦿ ○ Strategy indicating the estimated timing of development, and any other administrative details of implementing the plan through future final plats and site plans.

⦿ ○ Elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details

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

Yes No

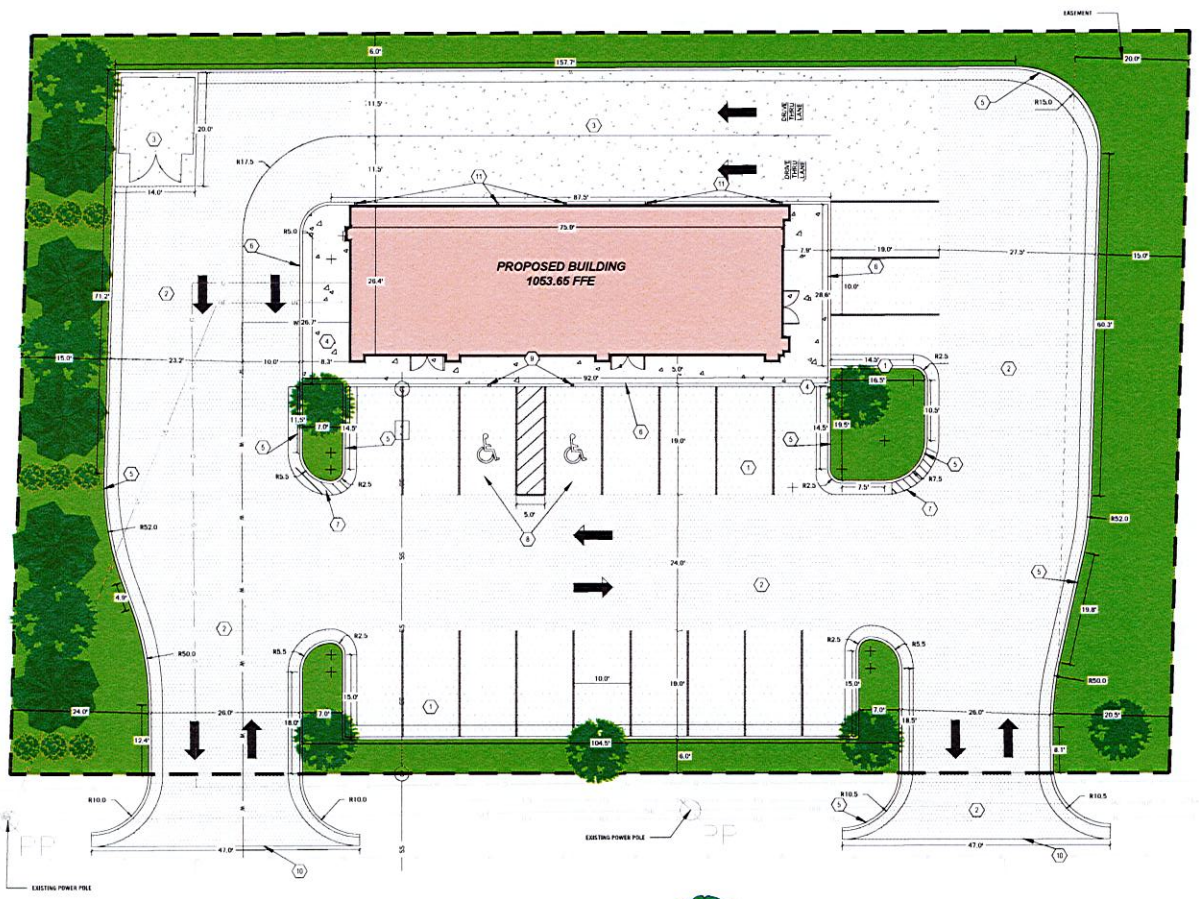
⦿ ○ Were 20 copies of the required plans submitted? **Only 11x17 is permitted.**

⦿ ○ Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

⦿ ○ Was the site plan review fee of $_____ paid?

Site plans that do not meet minimum requirements will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: _____ **Date:** _____



SYMBOLS LEGEND

REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND

	PROPOSED BUILDING
	CONCRETE SIDEWALK RE: DETAIL 4/C6
	HEAVY DUTY CONCRETE PAVEMENT RE: DETAIL 3/C6
	STANDARD DUTY ASPHALT PAVEMENT RE: DETAIL 1/C6
	HEAVY DUTY ASPHALT PAVEMENT RE: DETAIL 2/C6

LEGEND:

EXISTING TELECOM
EXISTING OVERHEAD ELECTRIC
EXISTING GAS LINE
EXISTING SANITARY SEWER
EXISTING WATER LINE
PROPOSED SANITARY SEWER — SS —
PROPOSED WATER LINE — W —
PROPOSED UNDERGROUND ELECTRIC — UE —

SPECIAL NOTE:
CONTRACTOR TO PERFORM DETAILED SITE INSPECTION TO LOCATE ALL EXISTING UTILITIES AND VERIFY ANY POSSIBLE CONFLICTS WITH PROPOSED IMPROVEMENTS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTACT ENGINEER WITH ANY CONFLICTS.

CONTRACTOR SHALL FIELD VERIFY PROPOSED GRADES MATCH EXISTING PAVEMENT AT DRIVEWAY ENTRANCES. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCY OCCURS.

PAINT LEGEND

STRIPING AND HANDICAP STRIPING	SURFACES SHOULD BE CLEAN AND DRY. TOP COAT 4" WIDE SHERWIN WILLIAMS - PRO MAR TRAFFIC MARKING PAINT YELLOW TM5495
HANDICAP PARKING "SYMBOLS" ONLY	SURFACES SHOULD BE CLEAN AND DRY. TOP COAT 4" WIDE SHERWIN WILLIAMS - PRO MAR TRAFFIC MARKING PAINT "H.C." BLUE, OR APPROVED EQUAL

GENERAL NOTES:

A. ALL SITE DIMENSIONS TO THE FACE OF CURB, FACE OF BUILDING, OR PROPERTY LINE UNLESS OTHERWISE NOTED.
B. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS BY DETAILED INSPECTION PRIOR TO SUBMITTING BID AND STARTING CONSTRUCTION.
C. COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.
D. REFER TO STRUCTURAL PLANS FOR DEVELOPMENT OF SIDEWALKS ADJACENT TO FOUNDATIONS.
E. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
F. DIMENSIONS THAT LOCATE THE BUILDING ARE MEASURED TO THE OUTSIDE FACE OF THE BUILDING.
G. SIGN CONSTRUCTION AND PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.

KEY NOTES:

1. STANDARD DUTY ASPHALT PAVEMENT RE: DETAIL 1/C6
2. HEAVY DUTY ASPHALT PAVEMENT RE: DETAIL 2/C6
3. HEAVY DUTY CONCRETE PAVEMENT RE: DETAIL 3/C6
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6. INTEGRAL CURB RE: DETAIL 6/C6
7. "DRY" CURB & GUTTER RE: DETAIL 7/C6
8. HANDICAP PARKING SYMBOL RE: DETAIL 6/C7
9. HANDICAP PARKING SIGN RE: DETAIL 7/C7
10. SAWCUT & REMOVE CURB AS NEEDED. CONTRACTOR RESPONSIBLE FOR OBTAINING RIGHT OF WAY PERMITS PRIOR TO STARTING CONSTRUCTION.
11. STEEL BOLLARD RE: DETAIL 8/C7

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GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft

BUFFER REGULATIONS

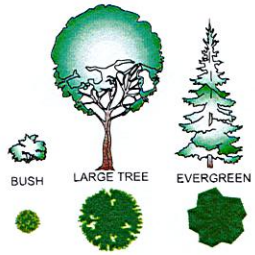
15' WIDE BUFFER

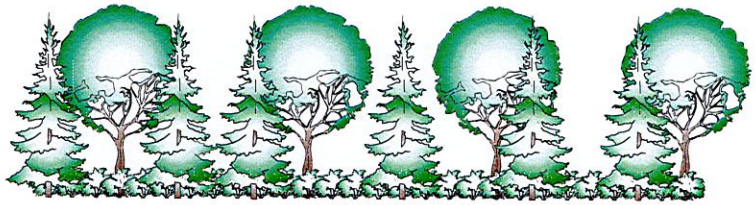
1 EVERGREEN TREE EVERY 25'
1 LARGE TREE EVERY 40'
1 BUSH EVERY 5'

LARGE TREE: 2' CALIPER DBH, BALLED AND BURLAPPED

RECOMMENDED LARGE TREES FOR BUFFER:

AMERICAN BASSWOOD
OHIO BUCKEYE
AMERICAN ELM
WHITE FIR
GINKGO
HORSECHESNUT
MAPLE
DAWN REDWOOD
TUPELO
AMERICAN YELLOWWOOD





PLAN VIEW OF BUFFER

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
811 E. 3RD STREET • JOPLIN, MISSOURI 64801 • PHONE (417) 782-3380
A KENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 82

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				DATE	04/03/23
				FIELD BOOK	
				JOB NUMBER	22J010049

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DOMINO'S RESTAURANT
BATES BUILDING LLC

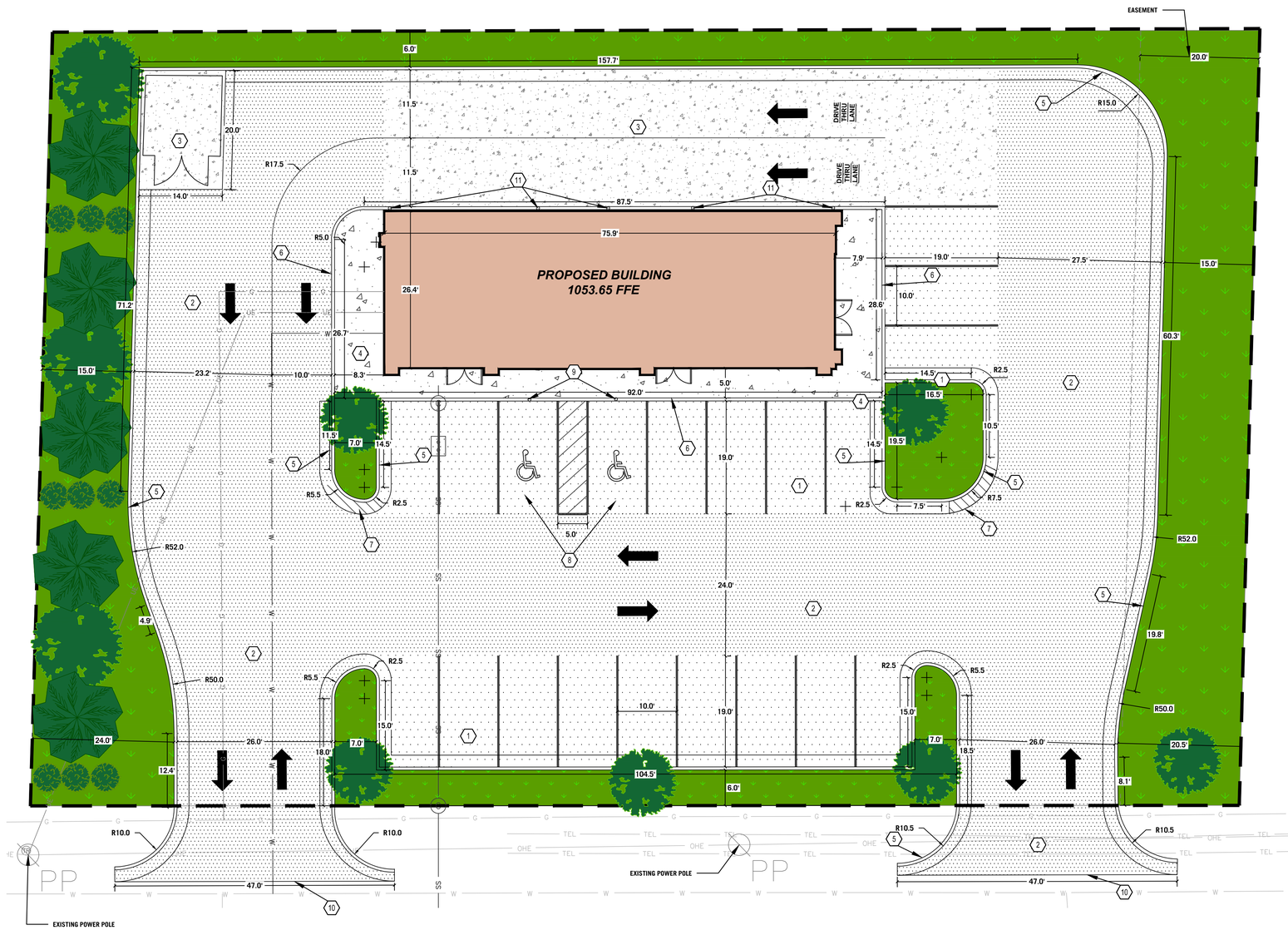
SITE LAYOUT

JOPLIN, JASPER COUNTY, MISSOURI

JOSHUA C. OSTHUS NUMBER PE-2007000278

DWG NUMBER JOP-100-6612

SHEET NUMBER C1



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PROPOSED UNDERGROUND ELECTRIC	UE

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GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

BUFFER REGULATIONS

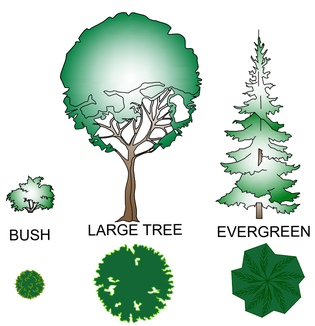
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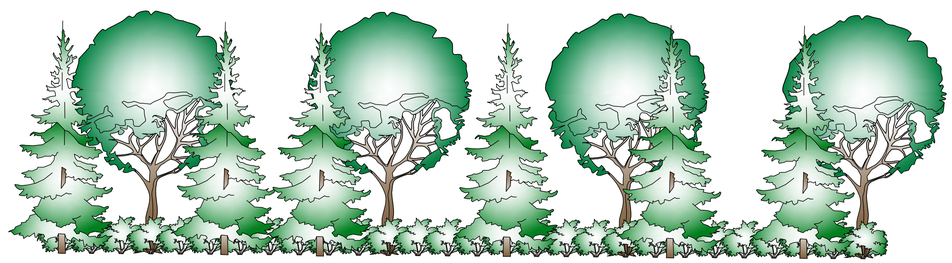
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DAWN REDWOOD
TUPELO
AMERICAN YELLOWWOOD





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A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

REVISIONS			
NO.	DESCRIPTION	BY	DATE

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DATE: 04/03/23
FIELD BOOK:
JOB NUMBER: 22JO10049

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DOMINOS RESTAURANT
BATES BUILDING LLC

SITE LAYOUT

JOPLIN, JASPER COUNTY, MISSOURI

JOSHUA C. OATHOUT NUMBER PE-2021000279
04/03/23
This item was digitally signed and sealed on the date of the signature. Any printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DWG NUMBER JOP-100-6612
SHEET NUMBER C1

Case 020-23: Site Plan Review

2907 E. 22nd St.-Site Plan Review-A request to review a Site Plan for a drive through Dominos restaurant-Bates Building.

Lillian Bryant, 811 E. 3rd St., Joplin, Missouri. Ms. Bryant stated she was a representative from Anderson Engineering and was prepared to answer any questions.

Mr. Bolander corrected a previous statement and stated a 15ft wide buffer would be required which would be totally green scaped.

Mr. Kimble asked if there were any other questions from the Commission on Case 020-23.

There were none.

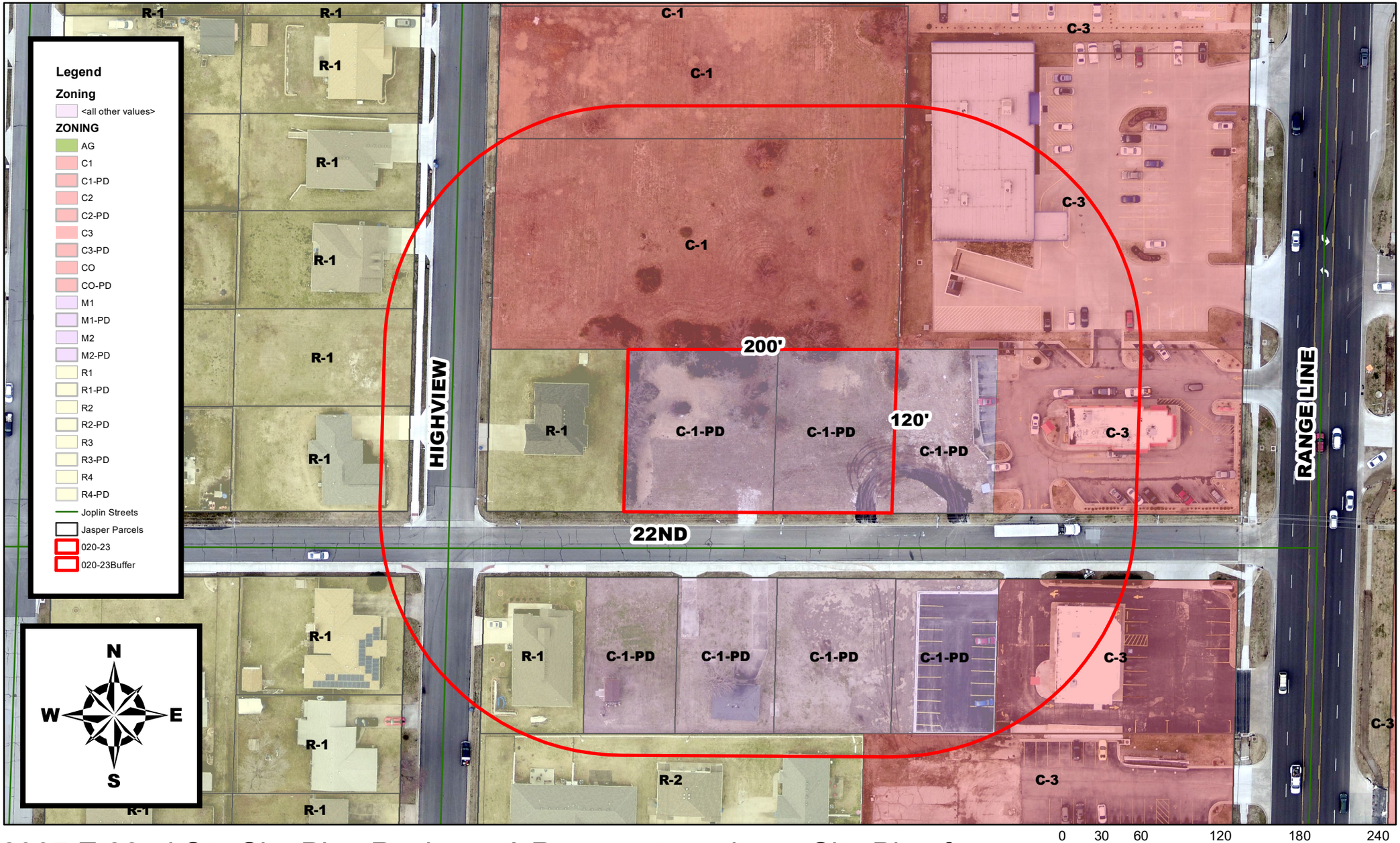
Mr. Kimble asked if anyone wished to speak in favor of Mr. Kimble asked if anyone wished to speak in favor of Case 020-23.
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 020-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 020-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 020-23 - Site Plan Review



2907 E 22nd St - Site Plan Review – A Request to review a Site Plan for a drive through Dominos restaurant – Bates Building

Fire Department

Property: Ambulance Simulator Qty: 1



