COUNCIL AGENDA
Monday, May 7, 2018
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Staffing Update From Chief Stewart

6. **Citizen Requests And Petitions**

   1. Morris Glaze, 3321 Delaware Ave., Joplin, Would Like To Address The City Council Regarding Golf Course Items

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. RESOLUTION NO. 2018-11
      A RESOLUTION granting a Special Use Permit (First Request) to Bailey Austin for the operation of a day care center located 3132 E. 12th Street in the City of Joplin, Jasper County, Missouri.

      Documents:

      RS 2018 MINUTES.PDF
      RS 2018-011 STAFF REPORT.PDF
      RS 2018-011 SUMMARY.PDF
      RS 2018-011.PDF

   3. COUNCIL BILL NO. 2018-254
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 1430 S. Range Line Road, City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2018-254 MINUTES.PDF
      CB 2018-254 STAFF REPORT.PDF
      CB 2018-254 SUMMARY.PDF
      CB 2018-254.PDF

   4. COUNCIL BILL NO. 2018-255
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-

1 and including in District R-3 property as described below and located at 210 S. Duquesne Road, City of Joplin, Jasper County, Missouri.

Documents:

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

5. COUNCIL BILL NO. 2018-256
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at Adjacent and South of I-44 at Exit 1, City of Joplin, Newton County, Missouri.

Documents:

CB 2018.-256 MINUTES DOCX.PDF
CB 2018-256 STAFF REPORT.PDF
CB 2018-256 SUMMARY.PDF
CB 2018-256.PDF

6. COUNCIL BILL NO. 2018-257
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 7548 E. 20th Street, City of Joplin, Newton County, Missouri.

Documents:

CB 2018-257 MINUTES.PDF
CB 2018-257 STAFF REPORT.PDF
CB 2018-257 SUMMARY.PDF
CB 2018-257.PDF

8. Consent Agenda

1. Minutes Of The April 16, Joplin City Council Meeting

Documents:

APRIL 16 2018.PDF

2. Minutes Of The April 27, 2018 Special City Council Meeting

Documents:

SPECIAL MTG APRIL 27, 2018 .PDF

3. COUNCIL BILL NO. 2018-253
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 7414 East 32nd Street in the City of Joplin, Jasper County, Missouri. Requested by Thomas Christensen.

Documents:

CB2018-253.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2018-117
AN ORDINANCE approving the City of Joplin to enter into an agreement with A-Y-1, LLC for the construction of the Highview Avenue Sidewalk Project in the amount of Four Hundred Twenty-Five Thousand One Hundred Nine-Three and 82/100 dollars ($425,193.82); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

HIGHVIEW AGREEMENT.PDF
COUNCIL BILL ORDINANCE 2018-117 A-Y-1 -HIGHVIEW AVENUE SIDEWALKS.PDF
HIGHVIEW BID TAB SIMPLIFIED.PDF
LOCATION MAP PORTRAIT.PDF
SUMMARY SHEET CB 2018-117 A-Y-1 HIGHVIEW AVENUE SIDEWALKS.PDF

2. COUNCIL BILL NO. 2018-409
AN ORDINANCE authorizing the City of Joplin to amend the Developer Agreement with Joplin Bungalows, LLC, a wholly owned subsidiary of the Economic Security Corporation of the Southwest Area, to allocate an additional $154,900 for the acquisition of properties corresponding to the development of the Joplin Bungalows senior housing development project and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

Documents:

CB 2018-409 .PDF
CB 2018-409 AGREEMENT.PDF
CB 2018-409 SUMMARY.PDF

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2018-606
AN ORDINANCE approving an Agreement by and between the City of Joplin, Missouri and Publication Printers Corporation, a Colorado Corporation, in the amount of $20,821.00 for the publication of 60,000 copies of the Convention & Visitors Bureau's 2018 Joplin Visitor's Guide; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017.

Documents:

CVB VISITOR GUIDE PRINTING FY2018 GREEN SHEET CB2018-606.PDF

CVB VISITOR GUIDE PRINTING FY2018 ORDINANCE CB2018-606.PDF
RFP 2018-07 BID FORM.PDF
RFP 2018-07 SUPPORT DOCUMENTS.PDF
RFP 2018-07 VISITORS GUIDE PRINTING JOPLIN CVB.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Discussion Of Filling The Council Vacancy

    2. News And Announcements From Public Information Officer, Lynn Onstot

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

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

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

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

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

RS 2018-011

Case 010-18: 3132 E. 12th Street – A request for a Special Use Permit (1st request) to operate a Child Care Center – Baily Austin

Baily Austin, 3132 E 12th Street, Joplin, MO. Melody Fitch is her business partner. They are requesting a Special Use Permit. It is a residential zoning area, which they are not wanting to change. They are wanting to operate a pre-school and child care facility.

Melody Fitch, 3132 E 12th Street, Joplin, MO.

Mr. Duncan stated that in driving by, there is currently a facility there. Someone has operated that facility in the past?

Ms. Austin stated that was correct. It was a child care facility.

Mr. Duncan asked if there were any questions from the Commissioner?

Mr. Cortez wanted to know if all documents had been obtained.

Ms. Austin stated they have received the fire inspection, which was approved locally and by the state. They have the Health Department inspection tomorrow and then they will have all documentation for business license to run a day care facility.

Mr. Duncan asked if there was anyone else to speak in favor of this case? (There were not.)

Mr. Duncan asked if there was anyone else to speak against this case? (There were not.)

Mr. Duncan Closed the Public Hearing.

MR. DERMOTT MOVED, SECONDED BY MR. RAMSOUR, TO APPROVE CASE 010-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MR. DERMOTT, MRS. STEELE. AND MRS. BRUECKNER-SEARS VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: April 9, 2018
City Council Meeting: May 7, 2018

STAFF PLANNING REPORT
Special Use Permit

CASE 010-18 A request for a Special Use Permit (1st Request) for the operation of a Child Care Center

LOCATION 3132 E. 12th Street

APPLICANT Baily Austin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Daycare Center	.9642 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	C-3	R-2
Land Use	Two-Family Residential	Two-Family Residential	Vacant	Two-Family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
12th Street	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

DISCUSSION

This property has a building that was built for and previously used as a Child Care Center. The property recently changed ownership and the new applicant hopes to continue to use the property as a Child Care Center. A Special Use Permit is required for a Child Care Center for property that is zoned Residential.

CONDITIONS

1. This Special Use Permit is issued to Baily Austin for the operation of a Child Care Facility and shelter at 3132 E. 12th Street.
2. This permit shall be eligible for two (2) years, renewable in May 2020.
3. 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, and Chapter 62 – Licensing Rules for Group Day Care Homes and Child Day Care Centers, RSMo, as amended is required.
4. The compliance with all provisions of the Fire/Safety codes.
5. The operator of the facility located at 3132 E. 12th Street 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).
6. Hours of operation are not to exceed 6:30 a.m. to 7:00 p.m., Monday through Friday.
7. Must have adequate off-street parking for all staff on duty.
8. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 010-18.



0 75 150 300 450 600 Feet

Case 010-18: 3132 E. 12th Street -- A request for a Special Use Permit (1st request) for the operation of a Child Care Center -- Baily Austin

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2018

Item: RESOLUTION NO. 2018-011
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Resolution No. 2018-011
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 4/9/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "7 in Favor, 0 Nay".

SUMMARY/REQUEST:
Case 010-18: 3132 E. 12th Street – A request for a Special Use Permit (1st request) to operate a Child Care Center – Baily Austin

STAFF SUMMARY:
This Special Use Permit request is for the operation of a Child Care Center at 3132 E. 12th Street.

This property has a building that was built for and previously used as a Child Care Center:

1. This Special Use Permit is issued to Baily Austin for the operation of a Child Care Facility and shelter at 3132 E. 12th Street.
2. This permit shall be eligible for two (2) years, renewable in May 2020.
3. 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, and Chapter 62 – Licensing Rules for Group Day Care Homes and Child Day Care Centers, RSMo, as amended is required.
4. The compliance with all provisions of the Fire/Safety codes.
5. The operator of the facility located at 3132 E. 12th Street 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).
6. Hours of operation are not to exceed 6:30 a.m. to 7:00 p.m., Monday through Friday.
7. Must have adequate off-street parking for all staff on duty.
8. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 010-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Baily Austin, 3132 E 12th Street, Joplin, MO. Melody Fitch is her business partner. They are requesting a Special Use Permit. It is a residential zoning area, which they are not wanting to change. They are wanting to operate a pre-school and child care facility.

Mr. Duncan stated that in driving by, there is currently a facility there. Someone has operated that facility in the past?

Ms. Austin stated that was correct. It was a child care facility.

Mr. Cortez wanted to know if all documents had been obtained.

Ms. Austin stated they have received the fire inspection, which was approved locally and by the state. They have the Health Department inspection tomorrow and then they will have all documentation for business license to run a day care facility

Mr. Duncan asked if there was anyone else to speak in favor of this case? (There were not.)

Mr. Duncan asked if there was anyone else to speak against this case? (There were not.)

Mr. Duncan Closed the Public Hearing.

PUBLIC COMMENT:
None.

P & Z Case 010-18
Bailey Austin
(P & Z Recommended Approval)

RESOLUTION NO. 2018-011

A RESOLUTION granting a Special Use Permit (First Request) to Bailey Austin for the operation of a day care center located 3132 E. 12th Street in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on April 9, 2018, recommended that a Special Use Permit be granted for the operation of a day care center located at 3132 E. 12th Street, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on May 7, 2018, in compliance with said request;

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

That a Special Use Permit be granted to Bailey Austin for the operation of a day care center located in the City of Joplin, Missouri, on the following described real estate, to-wit:

HATTENS 3RD ADDITION E 100' LOT 11 & W 1/2 LOT 12 SECTION 7, TOWNSHIP 27, RANGE 32, LOCATED 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 Baily Austin for the operation of a Child Care Facility and shelter at 3132 E. 12th Street.
2. This permit shall be eligible for two (2) years, renewable in May 2020.
3. 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, and Chapter 62 – Licensing Rules for Group Day Care Homes and Child Day Care Centers, RSMo, as amended is required.
4. The compliance with all provisions of the Fire/Safety codes.
5. The operator of the facility located at 3132 E. 12th Street 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).
6. Hours of operation are not to exceed 6:30 a.m. to 7:00 p.m., Monday through Friday.
7. Must have adequate off-street parking for all staff on duty.
8. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in

this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Bailey Austin in accordance with the plans and specifications on file in the Office of the Building Official.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2018-254

Case 011-18: 1430 S. Range Line Road – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) – Ralph Gray.

Mr. Ralph Gray, 1422 W. Buttermilk, Aspen, Colorado. Mr. Gray stated he is requesting to Rezone from R-1 to C-3. It is in the northwest corner of 15th Street and Rangeline Road.

Mr. Duncan asked if there were any questions from the Commissioners? Mr. Duncan wanted to know what the dimensions were on that piece of property.

Mr. Gray stated his property was 35' by 165'.

Mr. Duncan wanted to know if that was buildable.

Mr. Bolander stated that it was not buildable for commercial activity, but advertising on a billboard would be appropriate for that location.

Mr. Duncan asked if Commissioners had any other questions? There were not. Is there anyone else to speak in favor of this case? (There were not.)

Mr. Duncan asked if there was anyone else to speak against this case? (There were not.) Case 011-18 closed.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MRS. STEELE TO APPROVE CASE 011-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION APPROVED WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MR. DERMOTT, MRS. STEELE. AND MRS. BRUECKNER-SEARS VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: April 9, 2018
City Council Meeting: May 7, 2018

STAFF PLANNING REPORT
Rezoning

CASE 011-18 A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial District) for commercial development.

LOCATION 1430 S. Range Line Road

APPLICANT Ralph Gray

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.13 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C3-PD	C2-PD	C1-PD	C3-PD
Land Use	Auto-parts store, retail	Retail shopping center	Shoe store, retail	Restaurant, Chili's

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Range Line Road	Arterial	100'
15th Street	Collector	80'

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

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. The future land use map designates this property as Retail/Commercial.

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

Currently, this site is zoned R-1. The location of this property makes it very impractical for residential use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The negative effect would be very minimal.

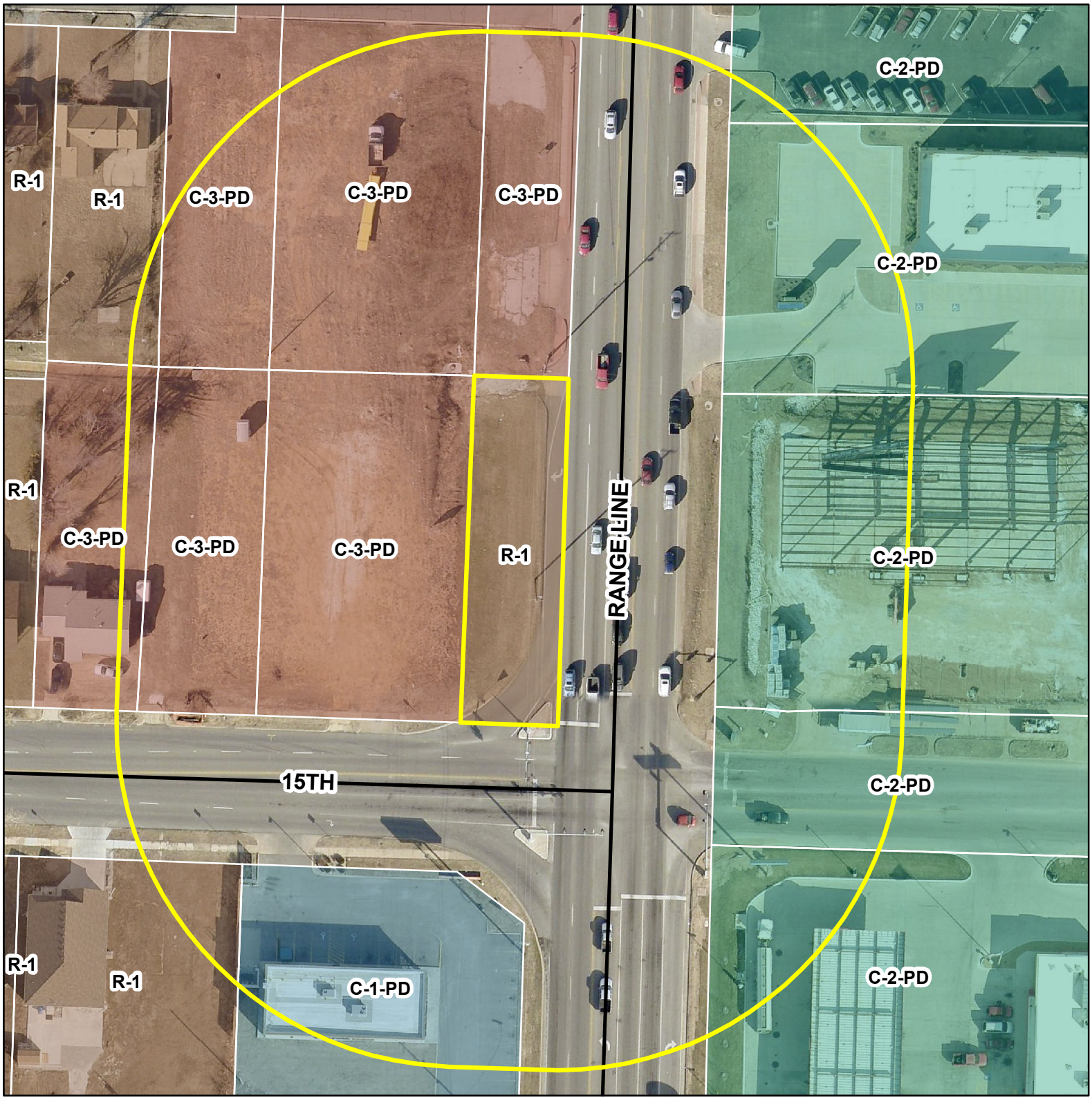
DISCUSSION

This property is landlocked by Chili's and Range Line road. The small size of the lot limits what can be done with it. The current owner has entertained ideas of placing advertising on the site.

Staff recommends approval of Case 011-18.

ATTACHMENTS

- Application



0 60 120 240 360 480 Feet

Case 011-18: 1430 S. Range Line Road -- A request to rezone from Single Family Residential District (R1) to Commercial District (C3) -- Ralph Gray

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2018

Item: COUNCIL BILL NO. 2018-254
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-254
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/9/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in Favor, 0 Nay."

SUMMARY/REQUEST:
Case 011-18: 1430 S. Range Line Road – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) – Ralph Gray.

STAFF SUMMARY:
This property is landlocked by Chili's and Range Line road. The small size of the lot limits what can be done with it. The current owner has entertained ideas of placing advertising on the site.

Staff recommends approval of Case 011-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Ralph Gray, 1422 W. Buttermilk, Aspen, Colorado. Mr. Gray stated he is requesting to Rezone from R-1 to C-3. It is in the northwest corner of 15th Street and Range Line Road.

Mr. Duncan asked if there were any questions from the Commissioners? Mr. Duncan wanted to know what the dimensions were on that piece of property?

Mr. Gray stated his property was 35' by 165'.

Mr. Duncan wanted to know if that was buildable?

Mr. Bolander stated that it was not buildable for commercial activity, but advertising on a billboard would be appropriate for that location.

PUBLIC COMMENT:
None.

P & Z Case 011-18

Ralph Gray
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-254 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 1430 S. Range Line Road, City of Joplin, Jasper County, Missouri.

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

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

CAMPBELL'S 1ST ADDITION DESCRIBED AS LOT 92 EX E 15' FOR HWY SECTION 12, TOWNSHIP 27, RANGE 33, LOCATED 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2018-255

Case 012-18: 210 S. Duquesne Road – A request to rezone from Single Family Residential District (R1) to Apartment Housel District (R3) – The Doris Carlin Team for RBC Enterprises Limited Inc.

Mr. Troy Bolander, City Staff, stated there had been a mistake on the advertising. This piece of property is in two tracts. The North tract was advertised and not the south tract. We did advertise as a public hearing and anyone can speak for or against this case. We will re-advertise and send letters out to the property owners to notify them when the next meeting will be. Staff does recommend that this case be stricken.

Mr. Duncan stated that since we have opened a public hearing people have the right to speak but we will not vote on the issue today and the case will come back to the Commission.

Nancy Morton, 2630 S. Everest, Rogers, Arkansas asked if it is continued for decision can a person request that the public hearing be continued?

Mr. Bolander stated there will be another public hearing. Everyone will have the opportunity to speak again.

Mr. Duncan stated that if we are continuing with the public hearing there are two Commissioners that need to abstain, Mrs. Bruckner-Sears and Mr. Dermott.

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

Doris Carlin, 3234 Westberry Square, Joplin, MO. Mr. Benson is under contract for this property contingent on it being rezoned. It is a good repurpose for this property and it is his preference to rezone all the property at the same time.

Mr. Duncan asked if there were any questions from the Commissioners?

Mr. Ramsour wanted to know if the existing house that is on the property will remain?

Mrs. Carlin stated that was correct. There will be no structures removed, it will be repurposed.

Mr. Ramsour asked about the solar panels in the field.

Mrs. Carlin stated they will come out but no structures will be removed.

Mr. Duncan asked if there was anyone to speak against this case?

Ann Patterson Doyle, 220 S. Duquesne Rd., Joplin, MO. Mrs. Doyle stated that she objected to the rezoning for three (3) reasons. 1. No necessity; 2. Negative impact on tax payers and land owners; 3. The need to preserve the unique value of the area. Mrs. Doyle explained that this proposal only profits the land developer. If this proposal is for the university and students, then

there are existing options that accomplish this purpose without the need of any change to existing zoning. She also stated that there is land for sale at 7th and Duquesne, 25 acres and 5-acre parcels. The negative impact includes tax payer costs, installation of infrastructure, city utilities, widening of Duquesne Road, decrease of property values, and increase insurance, traffic, noise and police presences. The third reason is to preserve the unique value of the area. Mrs. Doyle went over the history of the land, stating that the Great Western Spring was nearby.

Mr. Duncan asked the Commissioners if they had questions for Mrs. Doyle.

Mr. Ramsour asked where Mrs. Doyle reside.

Mrs. Doyle gave her address and lives to the west of discussed property.

Mr. Ramsour asked who own the property now?

Mrs. Doyle stated that the owner is Michael and Margo Patterson and has been vacant since November 9, 2017.

Mr. Duncan asked if there were any other questions? There were not. He also asked if there was anyone else that would like to speak against this case.

Rea Ross, 407 Noel Drive, Joplin, MO. Her property is to the south of 220 Duquesne. The history on 407 Noel Drive is the stables. Mrs. Ross is getting ready to remodel because it is a wonderful place to live. The apartments would be in their backyard.

Mr. Duncan wanted to know how she accessed her house?

Mrs. Ross stated that off Duquesne there is a little road called Noel that dead ends.

Steve Weldon, 1901 Quincy Street, Joplin, MO. He doesn't live near the property in question, but recently retired as the Director of the records research center in Carthage, MO. The Great Western Spring could be an important part of our district and important part of our area. The house as far as he knows is the oldest house in Joplin and one of the few remaining Ante Bellum homes in the area. He stated that rezoning the area for building could damage the area for any Archeological study, anything in the future could be impossible.

Mrs. Koelkebeck asked Mr. Weldon when he is speaking of the oldest home is he speaking of the 210 home. He stated no but the whole district is what is the concern.

Nancy Morton, 2630 S. Everest, Rogers, Arkansas. Mr. Weldon's reference to the Native Artifacts, in Historic Preservation you don't know what you have until you investigate it. Archeological study is most appropriate if we are given the opportunity.

Mr. Duncan asked Mrs. Morton if there had ever been any discussion of preserving this property?

Mrs. Morton stated there had not. This has triggered the discussion and we will consider it. Section 106 hearings for these types of issues or EPA, Native American issues and if Federal funds are involved the city always must be involved.

Mr. Duncan stated that the property hasn't sold yet, and the owners are not in attendance. We are here for rezoning and historic discussions are for another time.

Mr. Bolander stated that was correct. It is a separate issue from rezoning. When deciding on rezoning, the Commissioners look at several things; character of the neighborhood, zoning of properties nearby, and how this may negatively affect neighbor's property. There are no government funds used on this property. The private property owner does have rights on what they want to do with their property. If it wasn't rezoned and sold, the owner/developer could go in and demolish the home and build new homes on that property. The property owner could potentially replat and make 30 lots for 30 new single-family homes.

Mr. Duncan asked if there was anyone else to speak against this case? There were not. This case is closed.

Mr. Bolander recommended striking from the agenda.

MR. CORTEZ MOVED, SECONDED BY MR. RAMSOUR TO STRIKE CASE 012-18. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, AND MRS. STEELE VOTING "AYE" AND MR. DERMOTT AND MRS. BRUECKNER-SEARS "ABSTAIN" (5 IN FAVOR, 0 NAYS, 2 ABSTAIN).

Z&P Meeting: April 9, 2018
City Council Meeting: May 7, 2018

STAFF PLANNING REPORT
Rezoning

CASE 012-18 A request to rezone from R-1 (Single Family Residential) to R-3 (Apartment House District) for construction of apartment buildings

LOCATION 210 S. Duquesne Road

APPLICANT The Doris Carlin Team for RBC Enterprises Limited Inc.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residence	5.53 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	24-acre parcel with house	Duquesne Road/Vacant Lots	Vacant	Residential—One house

FUTURE LAND USE

The City of Joplin's Future Land Use Map classifies this lot as Low-density Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Duquesne Road	Arterial	60'

UTILITIES Utilities must be extended to the property.

FLOOD PLAIN The property is near the 100-year flood zone but not within it.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The future land use map currently designates this property as low-density residential.

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

This property is currently zoned R-1. To build apartments, a zoning change to R-3 is required.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The property directly to the West has the potential to be significantly impacted by rezoning. The two properties currently share a drive approach from Duquesne Road.

Rezoning to R-3 would likely increase traffic volume on Duquesne Road.

DISCUSSION

RBC Enterprises Limited, Inc. wishes to rezone the subject property with the intention to someday develop high-quality moderately-priced apartments for MSSU students. This housing would be within walking distance for students to both the school and the University Plaza Shopping Center only a few hundred feet away.

Other than living on campus, there are very few options for safe, affordable housing within walking distance of MSSU. With over 6,200 students enrolled, this development would provide much-needed housing for students that might not have transportation. With relatively few options for student housing near MSSU, this development would help fulfill an important need in the community.

Staff recommends approval of Case 012-18.

ATTACHMENTS

- Application



Case 012-18: 210 S. Duquesne Road -- A request to rezone from Single Family Residential District (R1) to Apartment Housel District (R3) -- The Doris Carlin Team for RBC Enterprises Limited Inc.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2018

Item: COUNCIL BILL NO. 2018-255
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-255
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/9/18

Recommended Action: Planning and Zoning Commission recommended to strike by a vote of "5 in Favor, 0 Nay, 2 Abstain."

SUMMARY/REQUEST:
Case 012-18: 210 S. Duquesne Road – A request to rezone from Single Family Residential District (R1) to Apartment Housel District (R3) – The Doris Carlin Team for RBC Enterprises Limited Inc.

STAFF SUMMARY:
RBC Enterprises Limited, Inc. wishes to rezone the subject property with the intention to someday develop high-quality moderately-priced apartments for MSSU students. Other than living on campus, there are very few options for safe, affordable housing within walking distance of MSSU. With over 6,200 students enrolled, this development would provide much-needed housing for students that might not have transportation.

Staff recommends approval of Case 012-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Troy Bolander, City Staff, stated there had been a mistake on the advertising. This piece of property is in two tracts. The North tract was advertised and not the south tract. We did advertise as a public hearing and anyone can speak for or against this case. We will re-advertise and send letters out to the property owners to notify them when the next meeting will be. Staff does recommend that this case be stricken.

Doris Carlin, 3234 Westberry Square, Joplin, MO. Mr. Benson is under contract for this property contingent on it being rezoned. It is a good repurpose for this property and it is his preference to rezone all the property at the same time.

Mr. Duncan asked if there were any questions from the Commissioners?

Mr. Ramsour wanted to know if the existing house that is on the property will remain?

Mrs. Carlin stated that was correct. There will be no structures removed, it will be repurposed.

Mr. Ramsour asked about the solar panels in the field.

Mrs. Carlin stated they will come out but no structures will be removed.

PUBLIC COMMENT:
Ann Patterson Doyle, 220 S. Duquesne Rd., Joplin, MO. Mrs. Doyle stated that she objected to the rezoning for three (3) reasons. 1. No necessity; 2. Negative impact on tax payers and land owners; 3. The need to preserve the unique value of the area. Mrs. Doyle explained that this proposal only profits the land developer. If this proposal is for the university and students, then there are existing options that accomplish this purpose without the need of any change to existing zoning. She also stated that there is land for sale at 7th and Duquesne, 25 acres and 5-acre parcels. The negative impact includes tax payer costs, installation of infrastructure, city utilities, widening of Duquesne Road, decrease of property values, increase insurance, traffic, noise and police presences. The third reason is to preserve the unique value of the area. Mrs. Doyle went over the history of the land, stating that the Great Western Spring was nearby.

Mr. Duncan asked the Commissioners if they had questions for Mrs. Doyle.

Mr. Ramsour asked where Mrs. Doyle resides.

Mrs. Doyle gave her address and lives to the west of discussed property.

Mr. Ramsour asked who owns the property now?

Mrs. Doyle stated that the owner is Michael and Margo Patterson and it has been vacant since November 9, 2017.

Rea Ross, 407 Noel Drive, Joplin, MO. Her property is to the south of 220 Duquesne. The history on 407 Noel Drive is the stables. Mrs. Ross is getting ready to remodel because it is a wonderful place to live. The apartments would be in their backyard.

Mr. Duncan wanted to know how she accessed her house?

Mrs. Ross stated that off Duquesne Road there is a little road called Noel that dead ends.

Steve Weldon, 1901 Quincy Street, Joplin, MO. He doesn't live near the property in question, but recently retired as the Director of the Records Research Center in Carthage, MO. The Great Western Spring could be an important part of our district and important part of our area. The house as far as he knows is the oldest house in Joplin and one of the few remaining antebellum homes in the area. He stated that rezoning the area for building could damage the area for any Archeological study; anything in the future could be impossible.

Nancy Morton, 2630 S. Everest, Rogers, Arkansas. In reference to Mr. Weldon's comment about the Native Artifacts, in Historic Preservation you don't know what you have until you investigate it. Archeological study is most appropriate if we are given the opportunity. This has triggered the discussions of Historic Preservation for this property and we will consider it. Section 106 states that for Historical Preservation, hearings for these types of issues or EPA, Native American issues and if Federal funds are involved, then the city must always be involved.

P & Z Case 012-18

The Doris Carlin
Team for RBC
Enterprises Limited
Inc.
(P & Z Recommended Strike)

COUNCIL BILL NO. 2018-255 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-3 property as described below and located at 210 S. Duquesne Road, City of Joplin, Jasper County, Missouri.

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

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

JOP MISC BEG NE COR SE SE W 528.5' N 330.7' E 528.5' S TO BEG SECTION 6, TOWNSHIP 27, RANGE 32, LOCATED 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2018-256

Case 013-18: Adjacent and South of I-44 at Exit 1 – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) – Bill Richert.

Bill Richert, 6033 S Quebec Ave., Tulsa Oklahoma. He is one of the principals in this property and we are requesting rezoning from R-1 to C-3 zoning. This property was previously used as a restaurant, Nickerson Farms. It is a 14-acre tract with two (2) access points from the outer road.

Mr. Duncan asked if there were any questions from the Commission?

Mrs. Koelkebeck wanted to ask staff if there was an error on the staff planning report? It states there is street access off Duquesne Road.

Mr. Bolander stated that was probably a cut and paste error, that property would not have access from Duquesne Road. Some of you might remember it was Nickerson Farms, a travel stop a long time ago.

Mr. Cortez asked if this rezoning was for construction of a gas station?

Mr. Richert stated that was not correct. We don't have plans right now to develop it ourselves. We have had inquiries from convenient store users and hotel users. We think this location would be great for hotel, for a restaurant or a C-Store.

Mrs. Koelkebeck asked when was it annexed into the city and zoned R-1?

Mr. Bolander stated its been a few years, prior to the tornado. Annexation property comes in as R-1, the most protected zoning classification.

Mrs. Steele stated that there are no specific plans for the property now and you would like it rezoned?

Mr. Richert stated that was correct, we do not have a specific type at this point.

Mr. Duncan asked if there was anyone else to speak in favor of this case? (There were not.)

Mr. Duncan asked if there was anyone else to speak in against this case?

Nick and Tamara Breelove, 1645 Outer Road, Joplin, MO. They are against this rezoning because of the crime rate. Since the casino went in, the crime rate has gone up significantly. Should they put a gas station, there is the possibility of fouling the water supply. Mrs. Breelove stated with the casino, and with all the security, we have people walking up to our daughter's house.

Mr. Ramsour asked if Mr. and Mrs. Breelove lives in the city limits?

Mrs. Breelove stated that at the end of the driveway is the city limits.

Mr. Ramsour asked how long they have lived there?

Mrs. Breelove stated her great-grandfather owned the land and the whole family lives on the 15 acres.

Mr. Duncan asked if there was anyone else who wishes to speak against this case? There were not

and the case was closed.

MR. RAMSOUR MOVED, SECONDED BY MRS. STEELE TO APPROVE CASE 013-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MR. DERMOTT, MRS. STEELE. AND MRS. BRUECKNER-SEARS VOTING "AYE". (7 IN FAVOR, 0 NAYS)

Z&P Meeting: April 9, 2018
City Council Meeting: May 7, 2018

STAFF PLANNING REPORT
Rezoning

CASE 013-18 A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial District) for the construction of a gas station.

LOCATION I-44 at Exit 1, near the Oklahoma state line

APPLICANT Bill Richert

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	14 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	N/A	N/A	N/A
Land Use	RV Park	Rural Residential	Rural Residential	Agriculture

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
I-44 and Outer Road	Arterial	60'

UTILITIES Utilities need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. The future land use map shows this property as appropriate for commercial use.

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

This property is currently zoned R-1. A zoning change to C-3 is required for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The property directly to the East will be impacted by rezoning. That property is rural residential and is not part of the city of Joplin. Adjacent property that is low-density residential may be affected by this change.

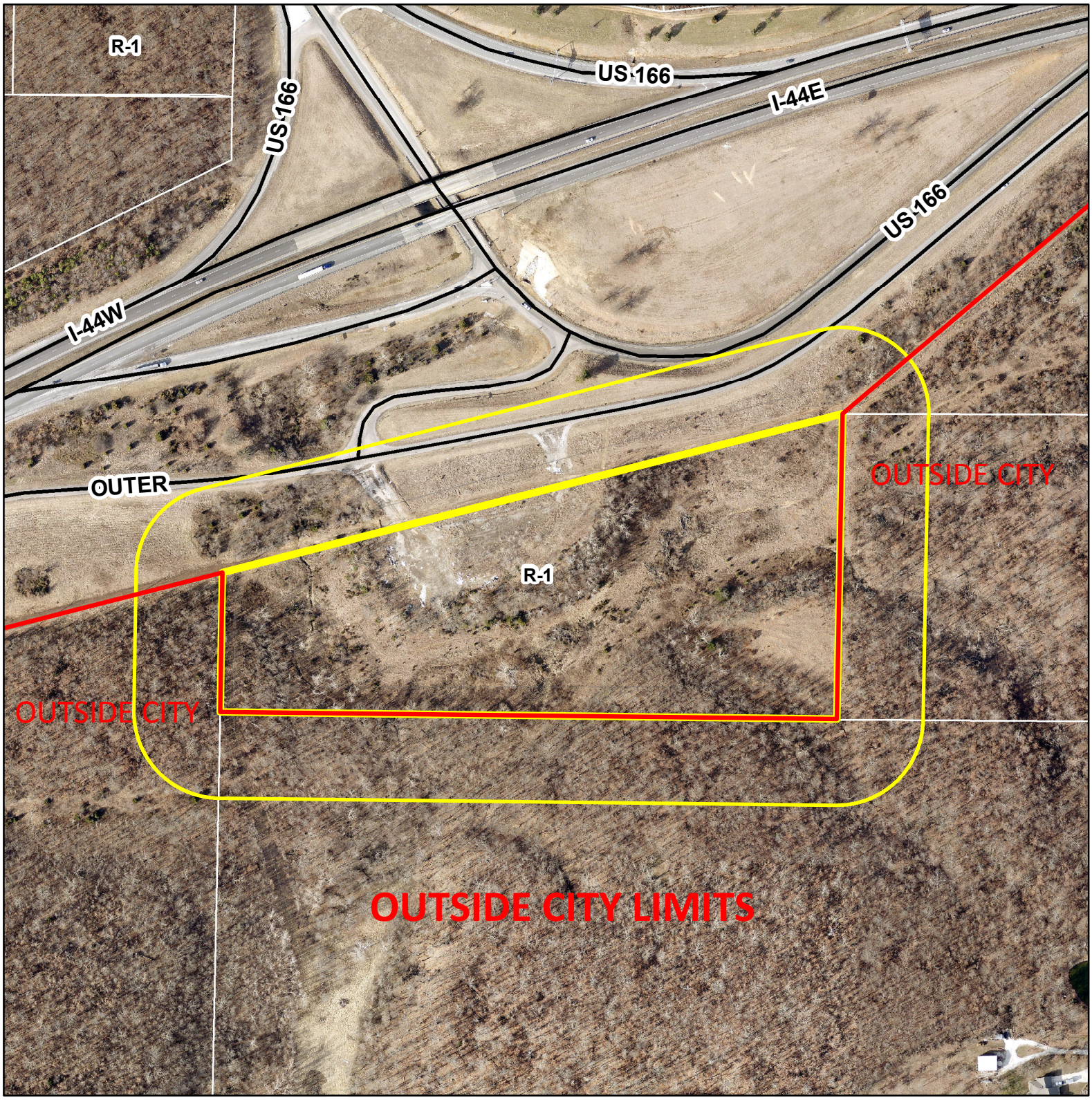
DISCUSSION

This property was recently annexed into the city and was automatically given the zoning of R-1. The property owner's current plan is to put a gas station there, and possibly a hotel later. This property's close proximity to I-44 make it appropriate for commercial use.

Staff recommends approval of Case 013-18.

ATTACHMENTS

- Application



0 245 490 980 1,470 1,960 Feet

Case 013-18: Adjacent and South of I-44 at Exit 1 -- A request to rezone from Single Family Residential District (R1) to Commercial District (C3) -- Bill Richert

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2018

Item: COUNCIL BILL NO. 2018-256
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-256
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/9/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in Favor, 0 Nay."

SUMMARY/REQUEST:
Case 013-18: Adjacent and South of I-44 at Exit 1 – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) – Bill Richert.

STAFF SUMMARY:
This property was recently annexed into the city and was automatically given the zoning of R-1. The property owner's current plan is to put a gas station there, and possibly a hotel later. This property is near I-44 and makes it appropriate for commercial use. The property directly to the East will be impacted by the rezoning. That property is rural residential and is not part of the City of Joplin. The adjacent property, which is low-density residential may be affected by this change.

PLANNING & ZONING COMMISSION TESTIMONY:
Bill Richert, 6033 S Quebec Ave., Tulsa Oklahoma. He is one of the principals in this property and we are requesting rezoning from R-1 to C-3 zoning. This property was previously used as a restaurant, Nickerson Farms. It is a 14-acre tract with two (2) access points from the outer road.

Mr. Duncan asked if there were any questions from the Commission?

Mrs. Koelkebeck wanted to ask staff if there was an error on the staff planning report it states street access off Duquesne Road?

Mr. Bolander stated that was probably a cut and paste error, that property would not have access from Duquesne Road. Some of you might remember it was Nickerson Farms, a travel stop a long time ago.

Mr. Cortez asked if this rezoning was for construction of a gas station?

Mr. Richert stated that was not correct. We don't have plans right now to develop it ourselves. We have had inquiries from convenient store users and hotel users. We think this location would be great for hotel, for a restaurant or a C-Store.

PUBLIC COMMENT:
Nick and Tamara Breelove, 1645 Outer Road, Joplin, MO. They are against this rezoning because of the crime rate. Since the casino went in, the crime rate has gone up significantly. Should they put a gas station, there is the possibility of fouling the water supply. Mrs. Breelove stated with the casino, and all the security, we have people walking up to our daughter's house.

Mr. Ramsour asked if Mr. and Mrs. Breelove lives in the city limits?

Mrs. Breelove stated that at the end of the driveway is the city limits.

Mr. Ramsour asked how long they have lived there?

Mrs. Breelove stated her great-grandfather owned the land and the whole family lives on the 15 acres.

P & Z Case 013-18

Bill Richert
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-256 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at Adjacent and South of I-44 at Exit 1, City of Joplin, Newton County, Missouri.

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

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

ALL OF THE NW QTR OF THE NE FRNL QTR BEG N 01 DEG 16 SEC 33 MIN E 306.52; THENCE N 75 DEG 18 MIN 16 SEC E 1,365.69 MIN; THENCE S 01 DEG 15 SEC 10 MIN W 671.03 SEC; THENCE N 89 DEG 12 MIN 57 SEC W 1,313.29 MIN TO POB SECTION 11, TOWNSHIP 26, RANGE 34, LOCATED IN THE CITY OF JOPLIN, NEWTON 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2018-57

Case 014-18: 7548 E. 20th Street – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) – Linda Brown

Linda Brown, 318 Fox Fire Court, Joplin, MO. She is just requesting the property to be rezoned to Commercial.

Mr. Duncan wanted to know if there were plans for the property or just simply rezoning for selling.

Mrs. Brown stated it was for selling. It is 32 ¼ acres.

Mrs. Steele wanted to know if the property was completely undeveloped?

Mrs. Brown stated it was. Their family used it as a hay field.

Mr. Duncan asked if there were any other questions from the Commissioners. There was not. He also asked if anyone else would like to speak in favor of this case? There was not. Mr. Duncan asked if there was anyone to speak against this case? There was not.

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT TO APPROVE CASE 014-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. KOELKEBECK, AND MRS. STEELE VOTING "AYE" (7 IN FAVOR, 0 NAYS).

Z&P Meeting: April 9, 2018
City Council Meeting: May 7, 2018

STAFF PLANNING REPORT
Rezoning

CASE 014-18 A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial District) for future commercial development.

LOCATION 7548 E. 20th Street

APPLICANT Linda Brown

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	32.27 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	N/A	N/A	N/A	N/A
Land Use	Vacant	Vacant	I-44	Residential

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
East 20th Street	Secondary	60'

UTILITIES Utilities need to be extended to the property, but not far.

FLOOD PLAIN Approximately 2 acres in the Northeast portion of this property falls within the 100-year flood zone.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. Generally, property next to the interstate is intended for Commercial use.

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

Rezoning this property to commercial would fit with current surrounding properties in the city of Joplin. Most properties immediately surrounding the parcel in question are not in the city limits.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The land around this property is mostly vacant. But rezoning to commercial would potentially affect nearby properties, which are not in the Joplin city limits.

DISCUSSION

When this property was annexed into the city it was automatically given the zoning of R-1. The owner wishes to rezone this property to Commercial due to its proximity to I-44, which borders the property on the South.

Staff recommends approval of Case 014-18.

ATTACHMENTS

- Application



0 295 590 1,180 1,770 2,360 Feet

Case 014-18: 7548 E. 20th Street -- A request to rezone from Single Family Residential District (R1) to Commercial District (C3) -- Linda Brown

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2018

Item: COUNCIL BILL NO. 2018-257
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-257
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/9/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in Favor, 0 Nay."

SUMMARY/REQUEST:
Case 014-18: 7548 E. 20th Street – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) – Linda Brown

STAFF SUMMARY:
Rezoning this property to commercial would fit with current surrounding properties in the city of Joplin. Most properties immediately surrounding the parcel in question are not in the city limits. When this property was annexed into the city it was automatically given the zoning of R-1. The owner wishes to rezone this property to Commercial due to its proximity to I-44, which borders the property on the South.

Staff recommends approval of Case 014-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Linda Brown, 318 Fox Fire Court, Joplin, MO. She is just requesting the property to be rezoned to Commercial.

Mr. Duncan wanted to know if there were plans for the property or just simply rezoning for selling.

Mrs. Brown stated it was for selling. It is 32 ¼ acres.

Mrs. Steele wanted to know if the property was completely undeveloped?

Mrs. Brown stated it was. Their family used it as a hay field.

PUBLIC COMMENT:
None.

P & Z Case 014-18

Linda Brown
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-257 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 7548 E. 20th Street, City of Joplin, Newton County, Missouri.

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

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

: JOP MISC BEG 364.71' W NE COR E 1/2 NW S 36 DEG E 1036.07' TO N R/W LN INTERSTATE 44 SWLY ALG SD R/W LN 1840' TO W LN E 1/2 NW N 1535' TO NW COR E 1/2 NW E TO POB SECTION 11, TOWNSHIP 26, RANGE 34, LOCATED IN THE CITY OF JOPLIN, NEWTON 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
MEETING MINUTES

April 16, 2018

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

INVOCATION - read by City Clerk Barbara Gollhofer

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

ROLL CALL – Answering Roll Call were Joshua Bard, Taylor Brown, Melodee Colbert-Kean, Douglas Lawson, Diane Reid Adams, Gary Shaw; Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS
Mayor pro tem Stanley stated that he was approached by North and South Middle School teachers Julie Gubera and Heather Van Otterloo last year to entertain a presentation called "Project Citizen" which involves middle schoolers finding solutions to curbside recycling. The 2 groups tonight represent both schools and they presented their projects.

"Curbside Recycling Solutions" was presented by North Middle School students Alayah Clark, Austin Cupp, Trent Forman, Brodie Lane, and teacher Julie Gubera.

"Ready to Recycle!" was presented by South Middle School with students Mia Coyne, Caroline Erisman, Chloe Friend and teacher Heather Van Otterloo.

The council thanked the students and their teachers for their wonderful and well-presented ideas and solutions. Mayor pro tem Stanley asked that the council follow up with a possible work session before the end of the school year to discuss some of the ideas the students presented so that the students can see some of their ideas implemented. He also suggested that the council continue discussion of recycling solutions over the summer and then go back to the schools in early 2018-2019 school year to look at implementation of some of the ideas.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures – read by City Clerk Barbara Gollhofer

Mayor Shaw opened the Public Hearing for COUNCIL BILL NO. 2018-253

Appearing in favor of this request was Thomas Christensen. 7414 E. 32nd Street, Joplin.

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

The public hearing was closed.

Mr. Stinnett introduced Council Bill No. 2018-253 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 7414 East 32nd Street in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second Mr. Stanley, to place Council Bill No. 2018-253 on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Bard, Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The council bill was read as **Council Bill No. 2018-253**

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

Minutes of the April 2, 2018 Council Meeting

Minutes of the April 9, 2018 Special Council Meeting

COUNCIL BILL NO.2018-252-AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the property known as the Frederick H. Rodgers House as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 536 N. Wall Avenue in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2018-043**

COUNCIL BILL NO. 2018-407 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Preservation Resources, Inc; authorizing the City Manager or his designee to execute same on behalf of the City. **Ordinance No. 2018-044**

RESOLUTIONS

Mr. Stinnett introduced RESOLUTION NO. 2018-010 - 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 2018; 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. Brown to approve Resolution No. 2018-010. Voting in favor were Council Members: Bard, Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 9.

ORDINANCES – EMERGENCY

Mr. Stanley introduced **COUNCIL BILL NO. 2018-113**- AN ORDINANCE approving a Work Authorization with Olsson Associates not to exceed the amount of Sixty- Six Thousand and No/100 Dollars ($66,000.00) for engineering services associated with the Engineering Services Design and Bidding Management Services for Phase I Rehabilitation of the Twin Equalization Basins next to the Tin Cup Lift Station; and authorizing the City Manager to execute and

containing an emergency clause. Motion by Mr. Stanley, second by Mr. West that Council Bill No. 2018-113 be approved on an emergency basis. Voting in favor were Council Members: Bard, Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 9. The council bill was declared adopted and entitled **Ordinance No. 2018-045.**

Mr. Stinnett introduced COUNCIL BILL NO. 2018-114 - AN ORDINANCE approving the City of Joplin to enter into an agreement with D & E Plumbing and Heating Inc. for the construction of the Surface Project 4004, in the amount of Two Million Five Hundred Sixty-Nine Thousand Five Hundred Thirty-One and 25/100 dollars ($2,569,531.25); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Bard that Council Bill No. 2018-114 be approved on an emergency basis. Voting in favor were Council Members: Bard, Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 9. The council bill was declared adopted and entitled **Ordinance No. 2018-046.**

Mr. Lawson introduced COUNCIL BILL NO. 2018-115 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Lone Star Blowers, Inc. for the purchase of three (3) Multistage Centrifigal Blowers in the amount of Two Hundred Twenty-Two Thousand Three Hundred Sixty Dollars and No/100 ($222,360.00); and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and amending the Annual budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16,2017 and containing an emergency clause. Motion by Mr. Lawson, second by Mrs. Reid Adams that Council Bill No. 2018-115 be approved on an emergency basis. Voting in favor were Council Members: Bard, Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 9. The council bill was declared adopted and entitled **Ordinance No. 2018-047**

Mr. Brown introduced COUNCIL BILL NO. 2018-356 - AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 519 N. Jackson Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Eighty-Two and 00/100 Dollars (3,882.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Brown, second by Mr. West that Council Bill No. 2018-356 be approved on an emergency basis. Voting in favor were Council Members: Bard, Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 9. The council bill was declared adopted and entitled **Ordinance No. 2018-048**

Mr. Stanley introduced COUNCIL BILL NO. 2018-506 -AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Menard, Inc., a Corporation and the City of Joplin, Missouri; authorizing the City Manager to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2018-506 be approved on an emergency basis. Voting in favor were Council Members: Bard, Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 9. The council bill was declared adopted and entitled **Ordinance No. 2018-049**

Ordinances – First Reading

Ordinances – Second Reading and Third Reading

Mr. West introduced COUNCIL BILL NO. 2018-604- AN ORDINANCE approving a Memorandum of Understanding (MOU) And Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Rotary Sculpture Garden, dealing generally with the placement of sculptures in specified locations throughout the City owned Mercy Park; authorizing the City Manager to execute said Memorandum of Understanding (MOU) And Agreement, and such other documents as may be necessary, by and on behalf of the City of Joplin, Missouri. Motion by Mr. West, second by Mrs. Reid Adams that Council Bill No. 2018-604 be passed on Second Reading, advanced to Third Reading and passed. Voting in favor were Council Members: Bard, Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stinnett and West, 8. Abstention: Stanley, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-050**

Mr. Stanley introduced COUNCIL BILL NO. 2018-605 - AN ORDINANCE amending Section 86-252, Rules, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin, by amending Section 86-252, Rules, to implement certain language changes. Motion by Mr. Stanley, second by Mr. Lawson that Council Bill No. 2018-605 be passed on Second Reading, advanced to Third Reading and passed. Voting in favor were Council Members Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 7. Nay: Bard, Brown, 2. The council bill was declared adopted and entitled **Ordinance No. 2018-051**

Unfinished Business

New Business

News from Public Information officer, Lynn Onstot:
This Saturday the City is offering its free Tree Limb Drop Off program. Residents can bring their tree limbs and brush from 8:30 a.m. to 2 p.m., on Saturday, April 21. The drop-off site is located at 1702 North Schifferdecker Avenue, about a half a mile north of Belle Center Road on the west side of Schifferdecker. This service will be available on the third Saturday of every month through November.

Our Annual Tire Drop Off is set for Friday, May 4 and Saturday, May 5. Hosted by the Recycling Center and Liberty Utilities – Empire District, automotive passenger tires, with or without rims will be accepted at no charge from Joplin residents, Joplin residential landlords, and Liberty Utilities residential electric customers from 9 am to 3 pm on these days at the Center. Up to ten tires per household will be accepted. For more information, contact Mary Anne Phillips, Recycling Coordinator at 417-624-0820, extension 501

For residents interested in learning how to Naturescape, a workshop is scheduled for Saturday, April 21st from 9 to 11:30 a.m. at the Wildcat Glades Conservation and Audubon Center. Residents will learn about attracting songbirds and butterflies while using less water and little or no chemicals or fertilizers in their garden and lawn. Naturescaping protects storm water runoff and reduces pollution from entering our creeks and streams. For information or to reserve a spot, call the Missouri Department of Conservation at 417-629-3423.
Comments from the Council:

Mayor Shaw reminded everyone of the Lincoln Exhibit at the Joplin Museum.

City Manager Sam Anselm updated the council on re-striping Main Street. Sam stated the project can start in the next couple of weeks and staff is comfortable with striping four, 11' lanes. After some discussion on this issue, there was a consensus from the council to move ahead with the restriping.

City Manager Anselm began discussion on the possibility of increasing the hotel/motel tax and the possibility of increasing our existing legislation. The current lodging tax in Joplin is 4%. The current legislation allows us to move that up to 5%. Anything above that requires the approval of state legislature. One of the recommendations from the independent Tourism Study was to increase the ceiling of the hotel/motel tax to 6% if the citizens are desirous of building a brick and mortar project in Joplin. Gary Burton, the city's lobbyist, stated that if the community and city council are interested in seeing a potential project come on line in 2019, we would need to get the legislation in place this year so that it's effective when we're ready to have the conversation for a particular project.
Mayor Shaw stated that since this item was not on the agenda, he wanted to seek the city attorney's advice of continuing this discussion. City Attorney Edwards stated this item should be posted on an agenda and discussed at an upcoming work session. The council consented.

Mayor Pro Tem stated he would like to see a discussion of the pay plan on an agenda very soon.

Mr. Stinnett asked about keeping the swimming pools open longer in the evenings. Park Director Bloomberg explained the pool hours at each pool and that his department is looking into adding extended hours at certain facilities.

Mayor Shaw welcomed the new council members, Mr. Bard, Mrs. Reid Adams, and Mr. Lawson.

There being no further business, the meeting was adjourned at 7:25 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk, MRCC

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

April 27, 2018

Call to order
The Special Meeting for the Joplin City Council was called to order at 4:00 p.m. by Mayor Gary L. Shaw.

Invocation was given by City Clerk Barbara Gollhofer

Flag salute was led by Mr. Stinnett

Reading of the Special Call.
Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting on Friday, April 27, 2018, at 4:00 pm in the 5th Floor Council Chambers, 602 S. Main Street, for the following purpose.

Roll Call: Present: Taylor Brown (via phone), Melodee Colbert-Kean, Diane Reid Adams, Mayor Gary Shaw; Ryan Stanley (via phone), Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Douglas Lawson.

Resignation of Council Member Joshua Bard
Motion by Mrs. Reid Adams, second by Mrs. Colbert-Kean to accept the resignation of Joshua Bard. Voting in favor were Council Members: Brown, Colbert-Kean; Reid Adams, Shaw, Stanley, Stinnett, and West, 7. Nays: 0. Absent: Lawson, 1.

Vote to go into Closed Session
Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, as set forth in Section 610.021 (1) RSMo, as amended, 2016. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session. Motion by Mr. West, second by Mr. Stinnett to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean; Reid Adams, Shaw, Stanley, Stinnett, and West, 7. Nays: 0.
Absent: Lawson, 1.

There being no further business to come before council the meeting was adjourned at 4:04 p.m.

Respectfully submitted,

Barbara J. Gollhofer, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 16, 2018

Item: COUNCIL BILL NO. 2018-253
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/9/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 Abstained."

SUMMARY/REQUEST:
Case 015-18: 7414 E. 32th Street – A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) – Thomas Christensen.

STAFF SUMMARY:
The applicant wishes to rezone this property to Neighborhood Commercial (C-1) for the intended use of light retail development. There is currently a house on the property, but no adjacent properties are zoned residential. Based on the Comprehensive Plan, this property is appropriate for the requested zoning.

Staff recommends approval of Case 015-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Thomas Christensen, 7414 E 32nd Street, Joplin, MO. He is the owner of the property and his own agent representing a contract for purchase of this property. The intension of the purchaser is not clear, but they thought C-1 zoning would be appropriate. They had mentioned retail or possibly an event center. It will be low impact compare to the rest of the neighborhood.

Mr. Duncan asked Mr. Bolander if C-1 zoning covers an event center or something in that category?

Mr. Bolander stated typically not an event center. He would recommend a C-3 zoning for that. C-1 does allow light retail, it is neighborhood smaller operations. If the new owners want an event center they will have to come back and rezone to C-3. There is a lot of mix zoning out in that area. Our plan does show heavy commercial and heavy industrial. This case does fit within the plan.

PUBLIC COMMENT: None.

CB 2018-253

Case 015-18: 7414 E. 32th Street – A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) – Thomas Christensen.

Mr. Seth Dermott abstained himself from Case 015-18 for the fact that he works with Mr. Tom Christensen.

Thomas Christensen, 7414 E 32nd Street, Joplin, MO. He is the owner of the property and he is acting as the owner/agent representing a buyer for the purchase of this property. The intension of the purchaser is not clear, but they thought C-1 zoning would be an appropriate zoning. They had mentioned retail or possibly an event center. It will be low impact compare to the rest of the neighborhood.

Mr. Duncan asked Mr. Bolander if C-1 zoning covers an event center or something in that category?

Mr. Bolander stated typically not an event center. He would recommend a C-3 zoning for that use. C-1 does allow light retail, the C-1 district is a less intensive commercial district that permits less intensive commercial operations. If the new owners wants an event center, they will have to come back and rezone to C-3. There is currently many mixed zoning districts in this area. Our plan does show heavy commercial and heavy industrial. The proposal does fit within the plan.

Mr. Ramsour asked if Jasper Products building was empty?

Mr. Christensen stated it was not. Mr. Christensen mentioned the gentleman that owns Protein Solutions leases it to Jasper Products and the lease is up in August.

Mr. Ramsour stated it didn't look like it was open.

Mr. Duncan asked if there were any other questions for Mr. Christensen.

Mrs. Steele wanted to verify the zoning request. On the application it shows C-?, but there were discussion for C-1 and C-3 zoning districts.

Mr. Duncan stated that it will be for C-1 zoning.

MRS KOELKEBECK MOVED, SECONDED BY MRS. BRUCKNER-SEARS TO APPROVE CASE 015-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. BRUCKNER-SEARS, MRS. KOELKEBECK, AND MRS. STEELE VOTING "AYE" AND MR. DERMOTT "ABSTAIN". (6 IN FAVOR, 0 NAYS, 1 ABSTAIN).

Z&P Meeting: April 9, 2018
City Council Meeting: April 16, 2018

STAFF PLANNING REPORT
Rezoning

CASE 015-18 A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial District)

LOCATION 7414 E. 32nd Street

APPLICANT Thomas Christensen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential	5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	M-2	N/A	N/A
Land Use	Commercial	Industrial	Vacant	Vacant

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
East 32nd Street	Arterial	50'

UTILITIES Utilities need to be extended to this property.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Rezoning this property to Neighborhood Commercial would be consistent with surrounding uses, because there is a mix of zoning districts in this vicinity.

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

Rezoning this property to commercial would be consistent with surrounding uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Rezoning will minimally impact surrounding properties.

DISCUSSION

The applicant wishes to rezone this property to Neighborhood Commercial (C-1) for the intended use of light retail development. There is currently a house on the property, but no adjacent properties are zoned residential. Based on the Comprehensive Plan, this property is appropriate for the requested zoning.

Staff recommends approval of Case 015-18.

ATTACHMENTS

- Application



0 145 290 580 870 1,160 Feet

Case 015-18: 7414 E. 32nd Street -- A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) -- Thomas Christensen

N

P & Z Case 015-18
Thomas Christensen
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-253 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 7414 East 32nd Street in the City of Joplin, Jasper County, Missouri.

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

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

BEG 358.17' W & 41.83' S NE COR NW1/4 NE1/4 S 490' W 418' N 490' E 418' TO POB of SECTION 22, TOWNSHIP 27, RANGE 32, LOCATED 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of JOPLIN City Council Agenda Item

Requested Council Meeting Date: April 16, 2018

Item: COUNCIL BILL NO. 2018-253
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill
2)Planning Report
2)Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Board or Commission: Planning and Zoning Commission Date: 04/9/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 Abstained."

SUMMARY/REQUEST :

Case 015-18: 7414 E. 32th Street - A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) - Thomas Christensen.

STAFF SUMMARY:

The applicant wishes to rezone this property to Neighborhood Commercial (C-1) for the intended use of light retail development. There is currently a house on the property, but no adjacent properties are zoned residential. Based on the Comprehensive Plan, this property is appropriate for the requested zoning.

Staff recommends approval of Case 015-18.

PLANNING & ZONING COMMISSION TESTIMONY:

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Mr. Duncan asked Mr. Bolander if C-1 zoning covers an event center or something in that category?

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zoning out in that area. Our plan does show heavy commercial and heavy industrial. This case does fit within the plan.

PUBLIC COMMENT: None.
CB 2018-253

Case 015-18: 7414 E. 32th Street - A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) - Thomas Christensen.

Mr. Seth Dermott abstained himself from Case 015-18 for the fact that he works with Mr. Tom Christensen.

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Mr. Duncan stated that it will be for C-1 zoning.

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STAFF PLANNING REPORT
Rezoning

CASE 015-18 A request to rezone from R-1 (Single Family Residential) to C-1 (Neighborhood Commercial District)

LOCATION 7414 E. 32nd Street

APPLICANT Thomas Christensen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential	5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	M-2	N/A	N/A
Land Use	Commercial	Industrial	Vacant	Vacant

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
East 32nd Street	Arterial	50'

UTILITIES Utilities need to be extended to this property.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Rezoning this property to Neighborhood Commercial would be consistent with surrounding uses, because there is a mix of zoning districts in this vicinity.

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

Rezoning this property to commercial would be consistent with surrounding uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Rezoning will minimally impact surrounding properties.

DISCUSSION

The applicant wishes to rezone this property to Neighborhood Commercial (C-1) for the intended use of light retail development. There is currently a house on the property, but no adjacent properties are zoned residential. Based on the Comprehensive Plan, this property is appropriate for the requested zoning.

Staff recommends approval *of* Case

015-18. ATTACHMENTS

- Application

0 145 290 580 870 1,160

Feet

Case 015-18: 7414 E. 32nd Street A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (Cl Thomas Christensen

P & Z Case 015-18
Thomas Christensen
(P & Z Recommended Approval)

COUNCIL BILLNO. 2018-253 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 7414 East 32nd Street in the City of Joplin, Jasper County, Missouri.

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BEG 358.17 W & 41.83' S NE COR NW1/4 NE1/4 S 490' W 418' N 490' E 418' TO POB of SECTION 22, TOWNSHIP 27, RANGE 32, LOCATED 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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the
_____ day of_____ , 2018, by a vote of_____

Gary L. Shaw, Mayor

ATTEST:

Barbara Gollhofer, City

Clerk APPROVED AS TO

FORM:

Peter C. Edwards, City Attorney

AGREEMENT

CITY OF JOPLIN AND A-Y-1, LLC

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, 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:

SIDEWALK IMPROVEMENTS HIGHVIEW AVENUE, 15TH ST. TO 20TH ST.

AND

SIDEWALK IMPROVEMENTS HIGHVIEW AVENUE 20TH ST. TO 22ND ST.

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by **October 5, 2018**.

2. **Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

   a. **Missouri Wage Rate:** 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.

b. Davis Bacon: The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. **Contract Work Hours and Safety Standards Act**. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

   The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

   City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

   Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Eight Hundred Four Thousand Forty Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) 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.

5. 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 Four Hundred Twenty-five Thousand One Hundred Ninety-three and 82/100 Dollars ($425,193.82) 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.

6. 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 this project:

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.

e. Has not been in breach of contract with the City of Joplin within the last two years.

6.1 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.

6.2 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.

7. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. Contractor's Responsibility for Subcontractors.

a. 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.

b. 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.

c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. 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.

10. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

11. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

12. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

13. **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, Contractor (or surety) shall be liable to the City in the amount of **$1500** 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.

14. **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. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports

prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, 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.

16. **Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days 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.

17. **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.

18. **Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. **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. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. **Architectural Barriers.** This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of "residential structure" (as defined in 24 CFR 40.2) or the definition of "building" [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

22. **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.

23. **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.

24. **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 (**February 1, 2017** Edition)
    e. Special Conditions
    f. Proposal
    g. Statement of Bidder's Qualifications
    h. Contractor Past Performance Questionnaire
    i. Performance Bond
    j. Payment and Material Bond
    k. Instructions to Bidders
    l. Non-collusion Affidavit
    m. Notice to Proceed
    n. Restriction on Lobbying
    o. Affidavit for Federal Work Authorization Program
    p. Certification Regarding Government-Wide Waiver and Release of Liens
    q. Certificate of Contractor
    r. Subcontractor Disclosure Form
    s. Affidavit of Compliance with Prevailing Wage Law
    t. Certification of Bidder of Equal Employment Opportunity

    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 Four Hundred Twenty-five Thousand One Hundred Ninety-three and 82/100 Dollars ($425,193.82), said amount being subject to any approved addenda or change order.

25. **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.

26. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

    In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

    a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

    b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

    c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

    d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. **Procurement of Recovered Materials.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. **Lead Based Paint Poisoning Prevention Act.** Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

30. **Contractor 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.

    a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project 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.

31. **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.

32. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

    a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. Anti-Kickback Rules. The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

34. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, gender identity, sexual orientation, 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 discrimination 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.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

35. 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.

36. 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.

37. **Statement that Project is Federally Funded:** It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

38. **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 final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

    a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

39. **Federal Labor Standards Provisions.** The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

40. **Equal Employment Opportunity**. During the performance of this Contract, the Contractor agrees as follows:

    a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

        Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

    b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

    c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor’s noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer

the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

i. Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

c. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

42. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

43. Civil Rights Act of 1968. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

44. Section 3 of the Housing and Urban Development Act of 1968.

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The

purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

45. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

46. Section 110 of the Housing and Community Development Act of 1974

a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter

shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b. Subsection (a) of this section shall not apply to any individual that:

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

47. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

48. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program

or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

49. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

50. 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.

51. 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.

52. City of Joplin Conflict of Interest.

a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, 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.

b. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

53. 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.

54. 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.

55. Inspection. The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

56. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

57. 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.

58. 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.

59. 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.

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

60. 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.

61. 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.

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

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

CONTRACTOR: A-Y-1, LLC

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name:

Title:

Date:

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

By: _____

_____
Peter Edwards, City Attorney

David Hertzberg, P.E.
Public Works Director

Date: _____

APPROVED AS TO CDBG-DR

_____
Troy Bolander, Director of Planning, Development
& Neighborhood Services

COUNCIL BILL NO. 2018-117 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with A-Y-1, LLC for the construction of the Highview Avenue Sidewalk Project in the amount of Four Hundred Twenty-Five Thousand One Hundred Nine-Three and 82/100 dollars ($425,193.82); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and A-Y-1, LLC for the construction of the Highview Avenue Sidewalk Project; in the amount of Four Hundred Twenty-Five Thousand One Hundred Nine-Three and 82/100 dollars ($425,193.82), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Community Development Block Grant Distaster Recovery Fund (CDBG-DR)

Section 4 That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

BID TABULATION SIMPLIFIED
Highview Avenue
15th Street to 20th Street & 20th Street to 22nd Street
City of Joplin, Missouri
Bid opening: 4/24/17 @ 2:00 p.m.

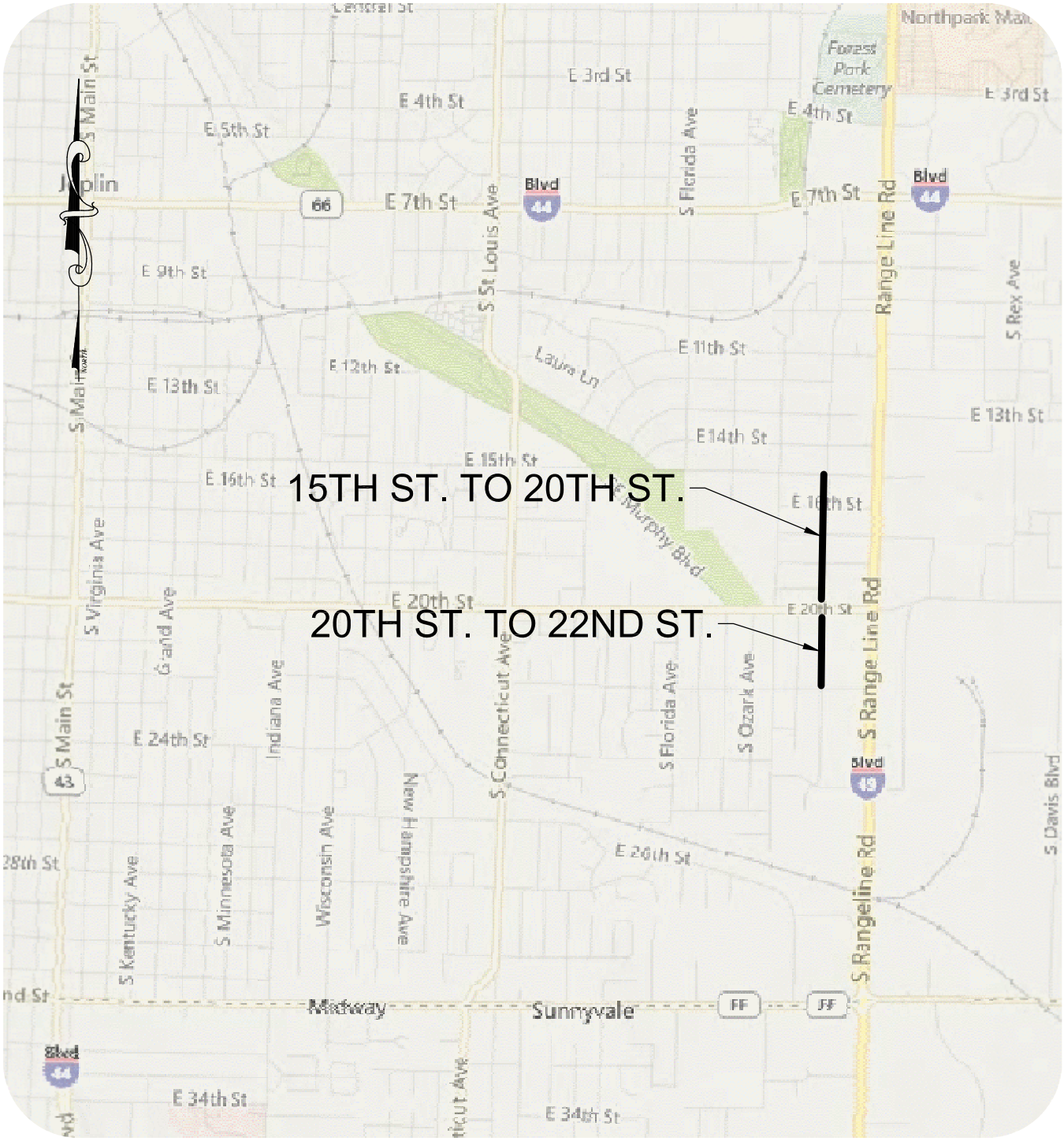
Company	Bid Amount	Lowest Bid
Engineer's Estimate	$ 497,842.10	-----
A-Y-1, LLC	$ 425,193.82	Yes
Sprouls Construction, Inc.	$ 546,717.50	No
Emery Sapp & Sons, Inc.	$ 568,946.15	No

This is to certify that at 2:00 p.m. on April 24, 2018, at City Hall, City of Joplin, the bids tabulated herein were publicly opened, read aloud and checked. The totals are correct as to additions and extensions.

Jason Eckhart

Jason Eckhart, P.E.
Anderson Engineering, Inc.

HIGHVIEW AVENUE
SIDEWALK IMPROVEMENTS



LOCATION MAP

2000 (IN FEET) 0 1000 2000

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

D:\Users\CWest\Downloads\Highview\Plans\01 Cover Sheet - 8.5 x 11

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2018
Council Bill No. 2018-117

Item: Construction Agreement with A-Y-1, LLC for the Highview Avenue Sidewalks.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Location Map
3) Agreement
4) Council Bill No. 2018-117

Public Works: David Hertzberg	Date:
Community Development: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a construction agreement with A-Y-1, LLC in the amount of Four Hundred Twenty-Five Thousand One Hundred Nine-Three and 82/100 dollars ($425,193.82) for construction of the Highview Avenue Sidewalks, funded through CDBG-DR.

Background: In 2015 the City of Joplin Council approved a Capital Plan for the expenditure of Community Development Block Grant –Disaster Recovery (CDBG-DR) funds. One of the projects included in the approved list was the Construction of Sidewalks on Highview Avenue from 15th Street to 22nd Street. The project includes sidewalks on the west side of Highview Avenue, curb and gutter, driveways, pavement milling, and new asphalt pavement. A portion of 16th Street east of Highview will include new curb and gutter to correct a drainage problem toward Highview.

Discussion: City staff followed the City of Joplin procurement policy. Bids were opened on April 24, 2018 with 3 firms bidding. A-Y-1, LLC provided the lowest bid which was below the engineer's estimate. The contractor will start construction after contracts are signed and weather permits with completion in the fall of 2018.

Recommendation: City staff recommends approval of a construction agreement with A-Y-1, LLC in the amount of Four Hundred Twenty-Five Thousand One Hundred Nine-Three and 82/100 dollars ($425,193.82) for construction of Highview Avenue Sidewalks be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2018-409 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to amend the Developer Agreement with Joplin Bungalows, LLC, a wholly owned subsidiary of the Economic Security Corporation of the Southwest Area, to allocate an additional $154,900 for the acquisition of properties corresponding to the development of the Joplin Bungalows senior housing development project and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the housing stock in the City of Joplin; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the Joplin Bungalows project will provide affordable housing for senior citizens, homeless veterans, and disabled individuals that were impacted as a result of the disaster.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City execute an amendment to the Developer Agreement with Joplin Bungalows, LLC, for the allocation of an additional $154,900 to be attributed to the acquisition of land required for the construction of the Joplin Bungalows senior housing development project. A copy of said Amendment being attached hereto and incorporated herein.

Section 2. That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Amendment in substantially the same form for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance provides for the development of the Joplin Bungalows project, a public facility.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2018, by a vote of_____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

First Amendment to the Community Development Block Grant – Disaster Recovery (CDBG-DR) Developer Agreement
Between
The City of Joplin and
Joplin Bungalows, LLC

This First Amendment to the Community Development Block Grant – Disaster Recovery (CDBG-DR) Developer Agreement between the City of Joplin and the Joplin Bungalows, LLC executed on April __, 2018 is made and entered into as of the ____ day of _____, 2018.

RECITALS:

III. BUDGET

A. Program Budget

The total amount of CDBG-DR funding allocated to Developer is not to exceed $4,154,900.00. This amount represents an allocation of the Grantee's total CDBG-DR funding contingent upon Developer's performance.

IN WITNESS WHEREOF, the parties have executed this contract as to the date written above.

City of Joplin, Missouri

_____

Troy Bolander
Planning, Development, and
Neighborhood Services

Joplin Bungalows, LLC

_____

John Joines
Manager

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2018

Item: Amendment to CDBG-DR Developer Agreement with Joplin Bungalows, LLC
ORIGINATING DEPARTMENT: Planning, Development & Neighborhood Services

ATTACHMENTS: 1) Council Bill No. 2018-409
2) Amendment I to the Joplin Bungalows Developer Agreement

Planning, Development & Neighborhood Services Director:	Troy Bolander
Finance Director:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Sam L. Anselm

Recommended Action: Approval of Council Bill No. 2018-409

INTRODUCTION:

The following Council Bill authorizes the First Amendment to the Developer Agreement between the City of Joplin and Joplin Bungalows, LLC, a wholly owned subsidiary of ESC. This amendment will allocate an additional $154,900 to the current $4,000,000 project allocation, increasing the new project allocation $4,154,900. City Council previously approved the Developer Agreement during the April 2, 2018 Council meeting and approved the activity in the Round I Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 3 to the Initial Action Plan on November 17, 2014.

DISCUSSION:

The additional $154,900 in CDBG-DR funds will be attributed to the needed acquisition of Joplin Redevelopment Corporation (JRC) land for project construction. The land consists of two separate parcels; one parcel is approximately 2.4 acres and is to be acquired for the construction of the 32-unit senior housing development. The other parcel is approximately 1.3 acres and is to be acquired for the construction of the detention basin. Based on appraisal values, the total purchase price is $354,900.

RECOMMENDATION:

City Staff recommends the approval of the First Amendment to the Developer Agreement with Joplin Bungalows, LLC that adds the amount of $154,900 to the development of the Joplin Bungalows project on an emergency basis. Therefore, the City hereby declares that based on 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.

City of Joplin City Council Agenda Item

Requested Council Meeting Date: May 7, 2018

ITEM: Council Bill No. 2018-606. This Council Bill approves the agreement between Publications Printers Corp, Denver, CO. and the City of Joplin for the printing of the 2018 Joplin Visitor's Guide.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2018-606, Bid Documents

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE:
CITY MANAGER:	Sam Anselm	DATE:
CITY ATTORNEY:	Peter C. Edwards	DATE:
FINANCE DEPARTMENT:	Leslie Haase	DATE:

INTRODUCTION:

A major component of the annual tourism marketing plan of the Convention & Visitors Bureau is a printed Visitor's Guide. Hundreds are mailed each year to fulfill guest's inquiries from around the Globe, while thousands more are distributed locally to highlight attractions, art & culture, shopping, dining, nightlife, lodging and recreation which promote the Joplin Experience as a tourism destination.

SUMMARY:

This Council Bill seeks permission from Council for the City Manager to sign an agreement with Publications Printers Corp. of Denver, CO. for the printing of the Convention & Visitors Bureau, 2018 Joplin Visitor's Guide. This agreement is for printing 60,000 copies of the 84-page guide. This printing and quantity support the bureau's marketing effort over an 18-month period.

This printer selection was made following the City of Joplin RFP process of which 13 providers submitted bids.

RECOMMENDATION:

The Convention & Visitors Bureau recommends approval of this agreement as part of continued tourism marketing program and allow the City Manager to sign this agreement.

COUNCIL BILL NO. 2018-606 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the City of Joplin, Missouri and Publication Printers Corporation, a Colorado Corporation, in the amount of $20,821.00 for the publication of 60,000 copies of the Convention & Visitors Bureau's 2018 Joplin Visitor's Guide; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017.

WHEREAS, the voters of the City of Joplin passed council bill 88-17 approving the creation of a 2% lodging tax on April 5, 1988, thus creating the Joplin Convention and Visitors Bureau; and,

WHEREAS, the use of these funds is to promote tourist, conventions and other related activities within the tourism region of the city; and,

WHEREAS, the Joplin Visitor's Guide is to highlight attractions, art & culture, shopping, dining, nightlife, lodging and recreation to promote the Joplin Experience as a tourism destination; and,

WHEREAS, after following the City's RFP process, the CVB selected the provider, and desires to utilize a portion of the proceeds from said tax.

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

Section 1. That the Agreement by and between the City of Joplin and Publication Printers Corporation, a Colorado Corporation, in the amount of $20,821.00 for the publication of 60,000 copies of the Convention & Visitors Bureau's 2018 Joplin Visitor's Guide, 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, 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 fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing appropriations by the total amount of Fourteen Thousand Dollars and No Cents ($14,000.00).

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: JCVB RFP #2018-07 BID ITEM DESCRIPTION: **Printing of 2018 Joplin CVB Visitors Guide**

BID OPENING DEADLINE: 4/9/2018, Noon **DEPARTMENT:** JCVB

REQUISITION NUMBER: **DATE & TIME OPENED:** 8:00 a.m., 4/12/18

OPENED BY: P. Tuttle **WITNESSED BY:** D. Miller

	VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT
1	**Color House Graphics** Grand Rapids,, MI	March 21, 2018	Britini Rickson britni@colorhousegraphics.com	800.454.1916		$ 36,510.03
	NOTES: Paper samples and all forms required of the RFP provided.					
2	**EP Graphics** Berne, IN	March 22, 2018	Lori Schoenlein lori_schoenlein@epgraphics.com	877.589.2145		$ 23,020.00
	NOTES: Paper samples and all forms required of the RFP provided.					
3	**Sun Graphics** Parsons, KS	March 22, 2018	Susan Mathes susan@sun-graphics.com	620.421.6200		$ 27,995.00
	NOTES: Paper samples and all forms required of the RFP provided.					
4	**FCL Graphics, Inc** Harwood Heights, IL	March 29, 2018	Brian Phalen brianp@fclgraphics.com	708.457.3567		$ 26,883.00
	NOTES: Paper samples and all forms required of the RFP provided.					
5	**St Louis Magazines** St Louis , MO	March 29, 2018	Dede Dierkes ddierkes@stlmag.com	314.918.3006		$ 36,069.77
	NOTES: Paper samples and all forms required of the RFP provided.					

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: JCVB RFP #2018-07 BID ITEM DESCRIPTION: **Printing of 2018 Joplin CVB Visitors Guide**

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OPENED BY: P. Tuttle **WITNESSED BY:** D. Miller

	VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT
6	**Lure Creative** Cuyahoga Falls, OH	April 2, 2018	Mike Howren mike@lurecreativedesign.com	330.907.8710		DISQUALIFIED
	NOTES: No paper samples as requested in RFP. Required forms were included.					
7	**Henry Wurst, Inc** Kansas City, MO	April 5, 2018	Bret Miller bmiller@henrywurst.com	816.701.0726		$ 24,419.05
	NOTES: Paper samples and all forms required of the RFP provided.					
8	**Publications Printers Corp** Denver, CO	April 6, 2018	Dean Scheef dean.sheef@publicationprinters.com	303.936.0303 X234		$ 20,821.00
	NOTES: Paper samples and all forms required of the RFP provided.					
9	**Creasey Printing Services** Springfield, IL	April 6, 2018	Kelli Lynch info@creaseyprinting.com	217.787.1055		$ 24,707.00
	NOTES: Paper samples and all forms required of the RFP provided.					
10	**Liberty Press** Springville, UT	April 9, 2018	Zachary Oldham zoldham@libertypress.org	801.361.1010		DISQUALIFIED
	NOTES: No paper samples as requested in RFP. Required forms were included.					

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: JCVB RFP #2018-07 BID ITEM DESCRIPTION: **Printing of 2018 Joplin CVB Visitors Guide**

BID OPENING DEADLINE: 4/9/2018, Noon **DEPARTMENT:** JCVB

REQUISITION NUMBER: **DATE & TIME OPENED:** 8:00 a.m., 4/10/18

OPENED BY: P. Tuttle **WITTNESSED BY:** D. Miller

	VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT
11	**Walsworth Publishing Co. Inc.** Marceline, MO	April 9, 2018	Bryan Atterbury bryan.atterbury@walsworth.com	660.376.3543 x3490		$ 26,875.00
	NOTES: Paper samples and all forms required of the RFP provided.					
12	**Proforma** Joplin, MO	April 9, 2018	Ron Fauss ron.f@proforma.com	573.303.4455		$ 22,382.00
	NOTES: Paper samples and all forms required of the RFP provided.					
13	**icolor** Los Angeles, CA	April 9, 2018	Sameer Khan sameer@icolorprinting.net	310.997.1452		DISQUALIFIED
	NOTES: No paper samples as requested in RFP. Required forms were included.					
14						$ -
	NOTES:					
15						$ -
	NOTES:					

PRICE RANKING	VENDOR NAME	BID	AMOUNT
1	**Publications Printers Corp** Denver, CO	$	20,821.00
	NOTES: Paper samples and all forms required of the RFP provided.		
2	**Proforma** Joplin, MO	$	22,382.00
	NOTES: Paper samples and all forms required of the RFP provided.		
3	**EP Graphics** Berne, IN	$	23,020.00
	NOTES: Paper samples and all forms required of the RFP provided.		
4	**Henry Wurst, Inc** Kansas City, MO	$	24,419.05
	NOTES: Paper samples and all forms required of the RFP provided.		
5	**Creasey Printing Services** Springfield, IL	$	24,707.00
	NOTES: Paper samples and all forms required of the RFP provided.		
6	**Walsworth Publishing Co. Inc.** Marceline, MO	$	26,875.00
	NOTES: Paper samples and all forms required of the RFP provided.		
7	**FCL Graphics, Inc** Harwood Heights, IL	$	26,883.00
	NOTES: Paper samples and all forms required of the RFP provided.		
8	**Sun Graphics** Parsons, KS	$	27,995.00
	NOTES: Paper samples and all forms required of the RFP provided.		
9	**St Louis Magazines** St Louis , MO	$	36,069.77
	NOTES: Paper samples and all forms required of the RFP provided.		
10	**Color House Graphics** Grand Rapids,, MI	$	36,510.03
	NOTES: Paper samples and all forms required of the RFP provided.		
*	**icolor** Los Angeles, CA	Disqualified	
	NOTES: No paper samples as requested in RFP. Required forms were included.		
*	**Liberty Press** Springville, UT	Disqualified	
	NOTES: No paper samples as requested in RFP. Required forms were included.		
*	**Lure Creative** Cuyahoga Falls, OH	Disqualified	
	NOTES: No paper samples as requested in RFP. Required forms were included.		



REQUEST FOR BID PROPOSAL PACKAGE

#2018-RFP-07

for

PRINTING OF JOPLIN CVB VISITOR'S GUIDE

JOPLIN CONVENTION & VISITORS BUREAU
602 S. MAIN STREET
JOPLIN, MO 64801

ScheefD

All Prices F.O.B. Joplin, Missouri

COMPANY NAME: Publication Printers Corp

CONTACT PERSON: Dean Scheef

EMAIL ADDRESS: dean.scheef@publicationprinters.com

ADDRESS: 2001 S. Platte River Dr.

Denver, Colorado 80223

Signature of Company Representative: Dean Scheef

Date: 04-05-2018

Phone: 303-936-0303 x 234

MARK BID ENVELOPES:
"#2018-RFP-07 PRINTING OF JOPLIN CVB VISITOR'S GUIDE"
NOON, MONDAY, APRIL 09, 2018

Pricing

Please complete and include this price sheet with your sealed bid .

Price for printing 60,000 copies of the 2018 Joplin Visitor's Guide as described within the RFP, to include packaging and freight to the Joplin destination: $ 20,821.00 .

Publication Printers Corp.
Company Name

/ Dean Scheef
Signature, Company Representative

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until NOON, Monday, April 9th, 2018 at the Joplin Convention & Visitors Bureau located at 602 S. Main Street, Joplin, Missouri, 64801 for the following SERVICE:

Services for off-set printing and binding of
60,000 copies of the
Joplin Convention & Visitors Bureau 's
84-page Joplin Visitor's Guide

Specifications and bid forms are available from Patrick Tuttle, director of the Joplin Convention & Visitors Bureau (CVB) by calling 417.625.4789 or by email at ptuttle@joplinmo.org. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals on all City purchases.

Leslie Haase, CPA
Finance Director

Publication Date: Tuesday , March 13, 2018

ScheefD

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to PURCHASE the following service:

PRINTING OF JOPLIN CVB VISITOR'S GUIDE

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.
Minimum information to be submitted with each bid shall consist of the following:

MARK BID ENVELOPES: "BID #2018-RFP-07 PRINTING OF JOPLIN CVB VISITOR'S GUIDE, NOON, MONDAY, APRIL 09, 2018".

Questions concerning the specifications and bidding procedures should be directed to Patrick Tuttle, Joplin CVB at 602 S. Main Street, Joplin, MO, 64801 or by phoning 417.625.4789.

ScheefD

Printing of Joplin CVB Visitor's Guide

Project Description: The City of Joplin, Missouri will accept sealed bid proposals until NOON, Monday, April 09, 2018 at the Joplin Convention and Visitors Bureau, 602 S. Main Street, Joplin, Missouri, 64801 to purchase the service of off-set printing and binding of 60,000 copies of the Joplin Convention & Visitors Bureau's 84-page Visitor's Guide. The Visitor's Guide is the Bureau's key tourism collateral publication for attracting guests to Joplin. It is distributed around the world annually.

Project specifics are as follows:

1	Quantity:	60,000.
2	Pages:	80 pages, plus cover (total of 84 pages). Center page being 11" wide by 8.5" tall map.
3	Dimensions flat:	11" wide by 8.5" tall.
4	Dimensions finished:	5.5" wide by 8.5" tall.
5	Binding:	Saddle stitched twice on spine.
6	Stock, cover:	80 lb. gloss cover, 1 total printed sheet of paper.
7	Stock, text:	60 lb. dull text (must be able to write on it), 20 total printed sheets of paper.
8	Ink colors:	4 colors.
9	Digital print proof set:	2 copies required before printing approval.
10	Paper samples:	Include cover and text paper samples with bid.
11	Packaging:	Please indicate quantity per box in bid. No single box should exceed 25# in weight. No single pallet can exceed 2,000 pounds.
12	Production:	Guide must be printed within the United States.

Delivery Instructions: Please advise delivery carrier of the following. The delivery location does not have a dock so off-loading will have to be by pallet jack onto a city street. Lift-gate required and driver is to assist off-loading and moving pallets inside. Delivery location is: Joplin City Hall, 602 S. Main Street, Joplin, MO. 64801 (along 6th Street, north side of building). A phone call in advance of delivery is necessary so we can have people and equipment ready, 417.625.4789.

All Pricing F.O.B. Joplin, Missouri

ScheefD

Publication Printers corp.

2001 S. Platte River Dr. Denver, Colorado 80223 (303) 936-0303 Fax (303) 934-6712

Quality Web Printing

Joplin Convention & Visitors Bureau 04-05-2018
602 S. Main Street
Joplin, Missouri 64801
RE: Exceptions to Specifications / Bid #2018-RFP-07 / Printing of Joplin CVB Visitor's Guide

Mr. Tuttle,

The following items are to be noted as Exceptions to Specifications for Publication Printers Corp's bid for the Printing of Joplin CVB Visitor's Guide.

- Finished Size: 5.375 x 8.375
- Text Stock: 60# Matte Text

Samples of the finished size and text stock are included with the bid. All remaining specifications are acknowledged with no exceptions.

Thank you,

Dean Scheef / Sales Representative

REQUEST FOR BID PROPOSAL PACKAGE

#2018-RFP-07

for

PRINTING OF JOPLIN CVB VISITOR'S GUIDE

JOPLIN CONVENTION & VISITORS BUREAU
602 S. MAIN STREET
JOPLIN, MO 64801

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Leslie Haase, CPA
Finance Director

Publication Date: Tuesday, March 13, 2018

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It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

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Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.
Minimum information to be submitted with each bid shall consist of the following:

MARK BID ENVELOPES: "BID #2018-RFP-07 PRINTING OF JOPLIN CVB VISITOR'S GUIDE, NOON, MONDAY, APRIL 09, 2018".

Questions concerning the specifications and bidding procedures should be directed to Patrick Tuttle, Joplin CVB at 602 S. Main Street, Joplin, MO, 64801 or by phoning 417.625.4789.

Printing of Joplin CVB Visitor's Guide

Project Description: The City of Joplin, Missouri will accept sealed bid proposals until NOON, Monday, April 09, 2018 at the Joplin Convention and Visitors Bureau, 602 S. Main Street, Joplin, Missouri, 64801 to purchase the service of off-set printing and binding of 60,000 copies of the Joplin Convention & Visitors Bureau's 84-page Visitor's Guide. The Visitor's Guide is the Bureau's key tourism collateral publication for attracting guests to Joplin. It is distributed around the world annually.

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5	Binding:	Saddle stitched twice on spine.
6	Stock, cover:	80 lb. gloss cover, 1 total printed sheet of paper.
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8	Ink colors:	4 colors.
9	Digital print proof set:	2 copies required before printing approval.
10	Paper samples:	Include cover and text paper samples with bid.
11	Packaging:	Please indicate quantity per box in bid. No single box should exceed 25# in weight. No single pallet can exceed 2,000 pounds.
12	Production:	Guide must be printed within the United States.

Delivery Instructions: Please advise delivery carrier of the following. The delivery location does not have a dock so off-loading will have to be by pallet jack onto a city street. Lift-gate required and driver is to assist off-loading and moving pallets inside. Delivery location is: Joplin City Hall, 602 S. Main Street, Joplin, MO. 64801 (along 6th Street, north side of building). A phone call in advance of delivery is necessary so we can have people and equipment ready, 417.625.4789.

All Pricing F.O.B. Joplin, Missouri

Pricing

Please complete and include this price sheet with your sealed bid.

Price for printing 60,000 copies of the 2018 Joplin Visitor's Guide as described within the RFP, to include packaging and freight to the Joplin destination: $ _____.

_____

Company Name

_____

Signature, Company Representative

All Prices F.O.B. Joplin, Missouri

COMPANY NAME: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

ADDRESS: _____

_____

Signature of Company Representative: _____

Date: _____

Phone: _____

MARK BID ENVELOPES:
"#2018-RFP-07 PRINTING OF JOPLIN CVB VISITOR'S GUIDE"
NOON, MONDAY, APRIL 09, 2018