JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 1, 2020
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 PM
NOTE: The number of guests in the Council Chambers is limited to 45 due to the social distancing requirement of 6 ft.

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

2. **Roll Call**

3. **Presentations**

   1. Proclamation Recognizing The 100th Anniversary Of Kiwanis Club Of Joplin

      Documents:

      KIWANIS 2020.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Semi-Annual Insurance Report By Segal

      Documents:

      2020 PRELIMINARY BUDGET TO ACTUAL REPORT FOR SEMI-ANNUAL INSURANCE UPDATE.PDF

   2. Insurance Benefits RFP Report By Segal.

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO 2020-259
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located approximately 140′ North and 60′ West of the intersection of N Oliver Ave. and W A St., City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2020-259 MINUTES.PDF
      CB 2020-259 STAFF REPORT.PDF
      CB 2020-259 SUMMARY.PDF
      CB 2020-259.PDF

   3. COUNCIL BILL NO. 2020-260
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O and including in District C-1 property as described below and located 5526 W 32nd Street, City of Joplin, Jasper County and Newton County, Missouri.

      Documents:

CB 2020-260 MINUTESDOCX.PDF
CB 2020-260 SUMMARY.PDF
CB 2020-260.PDF
CB 2020-260 STAFF REPORT.PDF

4. COUNCIL BILL NO 2020-261
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located Approximately 50′ West of the West end of public right-of-way on Douglas Place, City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-261 MINUTES.PDF
CB 2020-261 STAFF REPORT.PDF
CB 2020-261 SUMMARY.PDF
CB 2020-261.PDF

5. COUNCIL BILL NO 2020-262
AN ORDINANCE providing the vacation for a public street located Pearl Ave. right-of-way lying North of W. 7th St. and South of W 6th St. in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-262 MINUTES.PDF
CB 2020-262 STAFF REPORT.PDF
CB 2020-262 SUMMARY.PDF
PEARL AVE. TRAFFIC STUDY.PDF
CB 2020-262.PDF

6. COUNCIL BILL NO. 2020-263
AN ORDINANCE providing the vacation for an easement located Sergeant Ave. street right-of-way lying South of W. 24th St. and North of W. 25th St. in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-263 MINUTES.PDF
CB 2020-263 STAFF REPORT.PDF
CB 2020-263 SUMMARY.PDF
CB 2020-263.PDF

7. COUNCIL BILL NO. 2020-264
AN ORDINANCE providing to vacate an easement approximately 1000 feet East of the intersection of E 26th St. and S Irwin Ave in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2020-264 MINUTES.PDF
CB 2020-264 STAFF REPORT.PDF
CB 2020-264 SUMMARY.PDF
CB 2020-264.PDF

8. **Consent Agenda**

1. May 18, 2020 Joplin City Council Meeting Minutes

Documents:

MAY 18, 2020.PDF

2. COUNCIL BILL NO. 2020-123
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Sixty Thousand And No/100 Dollars ($60,000.00) for the 20th and Malang Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-123.PDF

3. COUNCIL BILL NO. 2020-254
AN ORDINANCE approving the voluntary annexation by the City of Joplin, Missouri, located at 266 County Road 190, Joplin, Jasper County, Missouri.

Documents:

CB2020-254.PDF

4. COUNCIL BILL NO. 2020-255
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 M-2 property as described below and located 266 County Road 190, City of Joplin, Jasper County, Missouri.

Documents:

CB2020-255.PDF

5. COUNCIL BILL NO. 2020-256
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1-PD and including in District C-3 property as described below and located 1502 Rangeline Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2020-256.PDF

6. COUNCIL BILL NO. 2020-257
AN ORDINANCE amending Ordinance No. 2004-256, passed by the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2511 Murphy Ave., City of Joplin, Jasper County, Missouri.

Documents:

CB2020-257.PDF

7. COUNCIL BILL NO 2020-258
AN ORDINANCE providing the vacation for a public street located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. in the City of Joplin, Newton County, Missouri.

Documents:

CB2020-258.PDF
CB2020-258.PDF

8. COUNCIL BILL NO. 2020-284
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2-PD and including in District R-3 property as described below and located 3110 E 13th St, City of Joplin, Jasper County, Missouri.

Documents:

CB2020-284.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2020-138

AN ORDINANCE authorizing an agreement by and between the City of Joplin and Hutchens Construction Company, LLC., for the Relocation of the General Aviation (GA) Entrance Road at the Joplin Regional Airport; and containing an emergency clause.

Documents:

GS 2020-138 HUTCHENS CONSTRUCTION AGREEMENT.PDF
CB 2020-138 HUTCHENS CONSTRUCTION AGREEMENT.PDF
BIDTABULATION2020-138.PDF
GA ENTRANCE ROAD RELOCATION MAP.JPG
JLN_ENTRANCE_ROAD_CONTRACT HUTCHENS.PDF

2. COUNCIL BILL NO. 2020-139

AN ORDINANCE authorizing a supplemental agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Observation Services for the Relocation of the General Aviation Entrance Road at the Joplin Regional Airport; and containing an emergency clause.

Documents:

GS 2020-139 CMT CONSTRUCTION OBS.PDF
CB 2020-139 CMT CONSTRUCTION OBS GA ENTRANCE RD CONSTRUCTION .PDF
AVIATIONPROJECTCONSULTANTSUPPLEMENTALAGREEMENTNO.1_JLN_ENTRANCEROAD.PDF
GA ENTRANCE ROAD RELOCATION MAP.JPG

3. COUNCIL BILL NO. 2020-142

AN ORDINANCE Authorizing the acceptance of a grant from the U.S. Department of Transportation, Federal Transit Administration (FTA) Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") to help the City of Joplin respond to and recover from the COVID-19 emergency by providing up to 100% reimbursement of operational expenses related to the Metropolitan Area Public Transit System (MAPS) and Sunshine Lamp Trolley, 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:

GS 2020-142 US DOT CARES GRANT (003).PDF
CB 2020-142 US DOT CARES GRANT.PDF
CARES GRANT AWARD.PDF

4. COUNCIL BILL NO 2020-354

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1011 S. Jackson Ave. in the City of Joplin, Missouri, for One Thousand Nine Hundred Ninety-five and 00/100 Dollars ($1,995.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-354 BIDS.PDF
CB 2020-354 PICTURES.PDF
CB 2020-354 SUMMARY.PDF
CB 2020-354.PDF

5. COUNCIL BILL NO. 2020-355

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 617, 619 & 621 E. 13TH St. in the City of Joplin, Missouri, for Two Thousand Eight Hundred Fifty and 00/100 Dollars ($ 2,850.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-355 BIDS.PDF
CB 2020-355 PICTURES.PDF
CB 2020-355 SUMMARY.PDF
CB 2020-355.PDF

6. COUNCIL BILL NO. 2020-357
AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 231 S. Park Ave. in the City of Joplin, Missouri, for Three Thousand Three Hundred and 00/100 Dollars ($3,300.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2020-357 BIDS.PDF
CB 2020-357 PICTURES.PDF
CB 2020-357 SUMMARY.PDF
CB 2020-357.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2020-143
AN ORDINANCE approving Amendment 1 to Work Authorization BW-Conn-TC0606 with Bartlett & West, Inc. in the not to exceed amount of Two Hundred Forty-Eight Thousand Five Hundred Ninety-Six and 00/100 dollars ($248,596.00) for engineering services for the Connecticut Avenue Widening project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2020-143 SUMMARY SHEET BW CONNECTICUT AMENDMENT 1.PDF
CB2020-143 AMENDMENT 1 BW CONNECTICUT WIDENING.PDF
CB2020-143 MAP--CONNECTICUT WIDENING.PDF
CB2020-143 COUNCIL ORDINANCE BW CONNECTICUT AMENDMENT 1.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Case 023-20
Case 023-20 Site Plan Review – A request to review the Site Plan for a proposed Senior Living Facility located at 2001 E. 44th Street – Coryell Joplin

Documents:

CASE 023-20 MINUTES.PDF
CASE 023-20 SITE PLAN.PDF
CASE 023-20 STAFF REPORTPDF.PDF
CASE 023-20 SUMMARY.PDF

2. Boards/Commissions Appointments & Reappointments

3. Announcements From Public Information Office

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.

PROCLAMATION

Recognizing the 100th Anniversary of
Kiwanis Club of Joplin

WHEREAS, Kiwanis Club of Joplin, Missouri was formed on May 17, 1920, and was the third club in Missouri, following St. Louis and Kansas City; and

WHEREAS, Kiwanis Club of Joplin performs its civic duties with unselfishness, aids in raising funds for charitable purposes, and is ready to assist in any enterprise that is for the progress of our city and the best interest of the community; and

WHEREAS, the mission of Kiwanis Club of Joplin, Missouri, and Kiwanis International is to improve the world, one child and one community at a time, by seeking primacy to human and spiritual values rather than the material values of life; and

WHEREAS, Kiwanis Club of Joplin promotes the development of community leaders, positive role models, intercultural understanding and cooperation, and opportunities for fellowship, personal growth, professional development and community service; and

WHEREAS, the services provided by the Kiwanis Club of Joplin, Missouri will continue to have a positive impact on our community and citizens.

***NOW, THEREFORE*, I, Gary L. Shaw,** Mayor of the City of Joplin, Missouri**,** do hereby recognize the

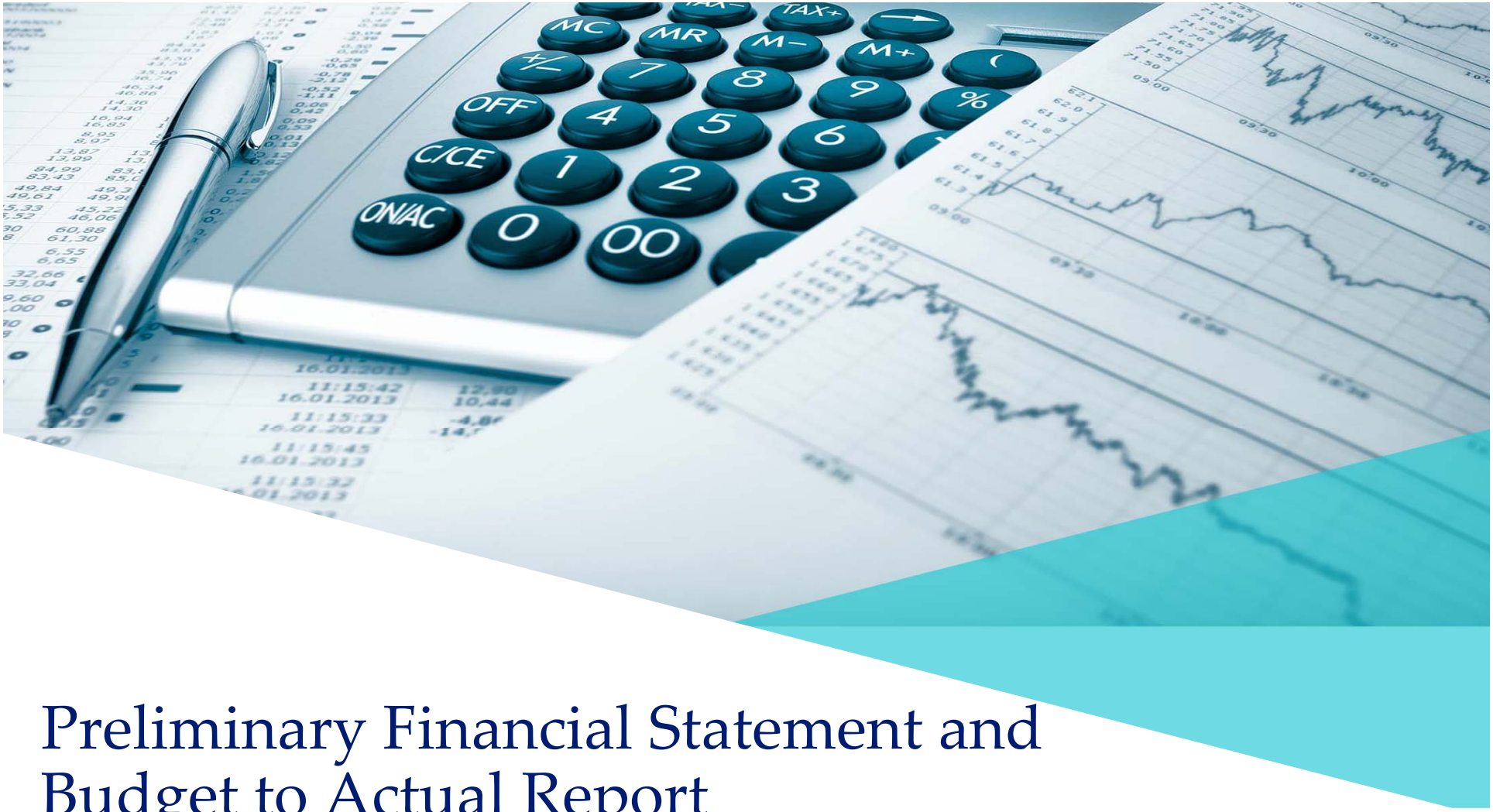
100TH ANNIVERSARY OF KIWANIS CLUB OF JOPLIN

and call upon all citizens to be aware of this organization and the meaningful services they provide to our homes, schools, community and world.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 1st day of June 2020.

_____

Mayor



Preliminary Financial Statement and Budget to Actual Report

City of Joplin

June 1, 2020 \ Kim Wixson

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Segal

Discussion Objectives

- **2019 and 2020 YTD financial statement**
- **Projected vs. Actual Income and Expense**
  - **Twelve-Month Period Ending December 31, 2019**
  - **Three-Month Period Ending March 31, 2020**
- **Impact of COVID-19**
- **Anthem 2019 and 2020 YTD claims, enrollment and utilization summaries**

2019 Financial Statement

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Beginning Balance	$3,011,102 [1]	$3,362,359	$3,400,940	$3,442,118	$3,508,677	$3,469,833	$3,370,206	$3,222,344	$3,208,164	$3,307,998	$3,205,002	$3,371,943	$3,011,102 [1]
Income													
City Contributions	$562,163	$378,894	$376,061	$377,190	$375,302	$373,905	$376,338	$379,765	$383,493	$372,919	$382,608	$208,127	$4,546,765
Employee Contributions [2]	144,154	103,552	104,566	102,980	107,276	102,709	104,345	108,594	106,559	91,995	113,892	67,515	1,258,137
Interest Income [3]	0	0	0	0	0	0	0	0	0	(613)	0	0	(613)
Total	$706,316	$482,446	$480,627	$480,171	$482,578	$476,615	$480,683	$488,359	$490,052	$464,302	$496,500	$275,643	$5,804,289
Expense													
Medical [4]	$198,639	$157,283	$201,586	$208,397	$286,846	$372,407	$408,316	$312,739	$179,205	$352,034	$121,099	$472,233	$3,270,783
Stop Loss Reimbursements	0	0	0	0	0	0	0	0	0	0	0	(14,944)	(14,944)
Prescription Drug [4]	119,232	107,709	129,304	96,701	125,035	98,637	108,317	81,333	100,710	93,598	98,243	97,752	1,256,571
Dental Premium	26,161	25,885	26,228	26,342	26,066	26,244	26,104	26,361	26,399	26,342	25,962	26,521	314,615
Vision Premium	3,455	3,399	3,486	3,428	3,375	3,388	3,469	3,462	3,459	3,436	3,424	3,472	41,253
Life Premium	7,641	7,577	7,665	7,661	7,640	7,571	7,571	7,571	7,538	7,587	7,528	7,666	91,216
Stop-Loss Premium	0	94,711	47,518	46,381	47,500	46,345	47,202	46,499	47,319	47,572	46,887	47,157	565,091
Medical Administration [5]	0	44,384	20,739	21,780	21,996	21,650	21,996	21,607	21,823	22,256	21,693	21,953	261,877
Special Events & Promotions	(2,986)	0	5	5	47	0	5	50	848	4,342	5	1,025	3,346
Administration [6]	2,917	2,917	2,917	2,917	2,917	0	5,565	2,917	2,917	10,131	4,717	2,917	43,749
Total	$355,059	$443,865	$439,448	$413,612	$521,422	$576,242	$628,545	$502,539	$390,218	$567,298	$329,558	$665,752	$5,833,557
Operating Surplus/(Deficit)	$351,257	$38,581	$41,178	$66,559	($38,844)	($99,627)	($147,862)	($14,180)	$99,834	($102,996)	$166,941	($390,109)	($29,268)
Ending Balance	$3,362,359	$3,400,940	$3,442,118	$3,508,677	$3,469,833	$3,370,206	$3,222,344	$3,208,164	$3,307,998	$3,205,002	$3,371,943	$2,981,834	$2,981,834
Active/COBRA Lives	492	487	495	495	495	495	495	496	496	495	492	497	494
Retiree Lives	9	8	8	8	8	10	9	9	10	10	10	10	9
Total	501	495	503	503	503	505	504	505	506	505	502	507	503

[1] *Adjusted based on reconciliation to audited statements.*
[2] *Employee contributions include Retiree and COBRA contributions.*
[3] *Interest income includes "Other Income" line item from financial statements.*
[4] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City. Includes "Claims Refunded" line item from financial statements, and includes Out-of-Network fees from Anthem.*
[5] *Based on financial statements received from City of Joplin personnel. Includes prescription drug rebates.*
[6] *Administration expense includes "Operating Equipment" and "Building Improvements" line items from financial statements.*

2020 YTD Financial Statement

	January	February	March	Year to Date
Beginning Balance	$2,981,834	$3,146,270	$3,159,371	$2,981,834
Income				
City Contributions	$588,741	$395,882	$404,702	$1,389,325
Employee Contributions[1]	154,597	110,494	109,659	374,750
Interest Income	0	0	0	0
Total	$743,338	$506,376	$514,361	$1,764,075
Expense				
Medical[2]	$403,867	$274,808	$416,638	$1,095,313
Stop Loss Reimbursements	(47,088)	0	(86,298)	(133,386)
Prescription Drug[2]	111,022	103,858	81,088	295,968
Dental Premium	27,542	27,677	27,557	82,776
Vision Premium	3,577	3,602	3,592	10,771
Life Premium	7,639	7,712	7,727	23,078
Stop-Loss Premium	52,256	50,824	51,289	154,369
Medical Administration[3]	21,996	21,607	21,823	65,426
Special Events & Promotions	(4,826)	270	180	(4,376)
Administration[4]	2,917	2,917	2,917	8,751
Total	$578,902	$493,275	$526,513	$1,598,690
Operating Surplus/(Deficit)	$164,436	$13,101	($12,152)	$165,385
Ending Balance	$3,146,270	$3,159,371	$3,147,219	$3,147,219
Active/COBRA Lives	497	496	489	494
Retiree Lives	10	9	9	9
Total	507	505	498	503

[1] *Employee contributions include Retiree and COBRA contributions.*
[2] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City. Includes "Claims Refunded" line item from financial statements, and includes Out-of-Network fees from Anthem.*
[3] *Adjusted to include prescription drug rebates.*
[4] *Administration Expense includes "Operating Equipment" and "Building Improvements" line item from financial statements.*

Projected vs. Actual Income and Expense Twelve-Month Period Ending December 31, 2019

	Projected		Actual		% Difference	
Income	**PEPM**	**12 Mo. Total**	**PEPM**	**12 Mo. Total**	***PEPM***	***12 Mo. Total***
City Contributions	$751.49	$4,527,000	$753.27	$4,546,765	*0.2%*	*0.4%*
Employee Contributions[1]	211.79	1,275,800	208.44	1,258,137	*-1.6%*	*-1.4%*
Interest Income	NP	NP	(0.10)	(613)		
Total Income	$963.28	$5,802,800	$961.61	$5,804,289	*-0.2%*	*0.0%*
Expense						
Medical[2]	$517.30	$3,116,200	$539.40	$3,255,839	*4.3%*	*4.5%*
Prescription Drug	223.62	1,347,100	208.18	1,256,571	*-6.9%*	*-6.7%*
Dental Premium	51.88	312,500	52.12	314,615	*0.5%*	*0.7%*
Vision Premium	6.79	40,900	6.83	41,253	*0.6%*	*0.9%*
Life Premium	15.17	91,400	15.11	91,216	*-0.4%*	*-0.2%*
Stop-Loss Premium	93.69	564,400	93.62	565,091	*-0.1%*	*0.1%*
Medical Administration[3]	41.10	247,600	43.39	261,877	*5.6%*	*5.8%*
Administration	NP	NP	7.80	47,095		
Total Expense	$949.55	$5,720,100	$966.45	$5,833,557	*1.8%*	*2.0%*
Operating Surplus (Deficit)	$13.73	$82,700	($4.84)	($29,268)		
Active	493		494			
Retiree and COBRA	9		9			
Total Employees[4]	**502**		**503**			

[1] *Includes Retiree/COBRA contributions.*
[2] *Net of stop-loss reimbursements, and includes Out-of-Network fees from Anthem.*
[3] *The administration fee includes a prescription drug rebate offset.*
[4] *Total may vary from Anthem data due to rounding.*
NP = Not Projected
PEPM = Per Employee Per Month

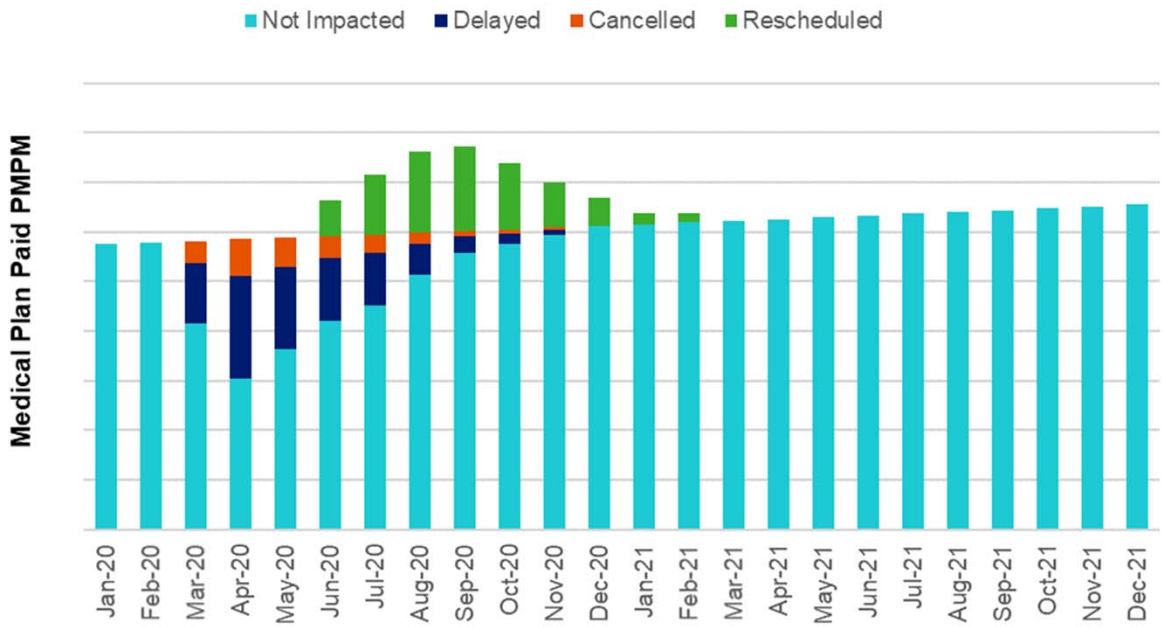
Projected vs. Actual Income and Expense Three-Month Period Ending March 31, 2020

	Projected		Actual		% Difference	
Income	**PEPM**	**3 Mo. Total**	**PEPM**	**3 Mo. Total**	***PEPM***	***3 Mo. Total***
City Contributions	$793.09	$1,194,400	$920.69	$1,389,325	*16.1%*	*16.3%*
Employee Contributions[1]	222.81	335,600	248.34	374,750	*11.5%*	*11.7%*
Interest Income	NP	NP	-	0		
Total Income	$1,015.90	$1,530,000	$1,169.03	$1,764,075	*15.1%*	*15.3%*
Expense						
Medical[2]	$553.52	$833,600	$637.46	$961,927	*15.2%*	*15.4%*
Prescription Drug	241.52	363,700	196.14	295,968	*-18.8%*	*-18.6%*
Dental Premium	54.47	82,000	54.85	82,776	*0.7%*	*0.9%*
Vision Premium	6.79	10,200	7.14	10,771	*5.2%*	*5.6%*
Life Premium	15.17	22,800	15.29	23,078	*0.8%*	*1.2%*
Stop-Loss Premium	102.81	154,800	102.30	154,369	*-0.5%*	*-0.3%*
Medical Administration[3]	41.10	61,900	43.36	65,426	*5.5%*	*5.7%*
Administration	NP	NP	2.90	4,375		
Total Expense	$1,015.38	$1,529,000	$1,059.44	$1,598,690	*4.3%*	*4.6%*
Operating Surplus (Deficit)	$0.52	$1,000	$109.59	$165,385		
Active	493		494			
Retiree and COBRA	9		9			
Total Employees[4]	**502**		**503**			

[1] *Includes Retiree/COBRA contributions.*
[2] *Net of stop-loss reimbursements, and includes Out-of-Network fees from Anthem.*
[3] *The administration fee includes a prescription drug rebate offset.*
[4] *Total may vary from Anthem data due to rounding.*
NP = Not Projected
PEPM = Per Employee Per Month

Impact of COVID-19

- The City of Joplin issued the following orders in response to the COVID-19 pandemic:
  - March 18th: Limited gatherings to no more than 50
  - March 25th: Limited gatherings to no more than 10
  - April 3rd: Issued Stay at Home order
  - May 4th: Lifted Stay at Home order with social distancing and occupancy limits in place
- The Coronavirus (COVID-19) pandemic is rapidly evolving and will likely impact the 2020 US economy and health plan claims projections for most employers. As a result, projections of near-term income and claim expenses could be significantly altered by emerging events. At this point, it is unclear what the income and cost impact will be. Segal is working to develop plan cost adjustment factors and reports to apply to both short-term and long-term financial projections. Given the high level of uncertainty and fluidity of the current events, some plans may seek periodic updated estimates throughout the year to closely monitor health plan budget projections this year.
- COVID-19 is expected to impact medical claims in three ways:
  - There will be additional expenses due to testing and treatment of COVID-19.
  - There will be a temporary reduction in costs relative to what the status quo would have been without COVID-19.
  - Some claims that were deferred will be rescheduled and increase costs relative to the status quo



2019 & 2020 YTD Enrollment Split

	2019											
	January	February	March	April	May	June	July	August	September	October	November	December
Members												
Employee	245	252	257	256	256	253	254	256	260	260	259	261
Employee & Spouse/Dependent	84	84	86	82	80	78	76	78	74	76	76	76
Employee & Child/Children	71	71	73	70	67	72	69	63	66	66	66	66
Family	768	765	754	755	762	761	753	791	784	790	784	778
Total	**1,168**	**1,172**	**1,170**	**1,163**	**1,165**	**1,164**	**1,152**	**1,188**	**1,184**	**1,192**	**1,185**	**1,181**
Employees												
Employee	245	252	257	256	256	253	254	256	260	260	259	261
Employee & Spouse/Dependent	42	42	43	41	40	39	38	39	37	38	38	38
Employee & Child/Children	24	24	25	24	23	25	24	22	23	23	23	23
Family	181	180	177	176	178	178	176	184	183	185	185	183
Total	**492**	**498**	**502**	**497**	**497**	**495**	**492**	**501**	**503**	**506**	**505**	**505**

	2020											
	January	February	March	April	May	June	July	August	September	October	November	December
Members												
Employee	260	261	258									
Employee & Spouse/Dependent	78	78	76									
Employee & Child/Children	64	64	61									
Family	786	775	787									
Total	**1,188**	**1,178**	**1,182**									
Employees												
Employee	260	261	258									
Employee & Spouse/Dependent	39	39	38									
Employee & Child/Children	22	22	21									
Family	184	181	184									
Total	**505**	**503**	**501**									

Note, counts as reported by Anthem.

2019 & 2020 YTD Medical Claims and Enrollment Summary

Month	Sum of Paid Medical Claims [1]	Number of Members [1]	Number of Employees [1]	Paid Medical Claims Per Member Per Month	Paid Medical Claims Per Employee Per Month
January - 2019	$128,048	1,168	492	$109.63	$260.26
February	$200,469	1,172	498	$171.05	$402.55
March	$219,575	1,170	502	$187.67	$437.40
April	$165,714	1,163	497	$142.49	$333.43
May	$240,717	1,165	497	$206.62	$484.34
June	$518,997	1,164	495	$445.87	$1,048.48
July	$191,211	1,152	492	$165.98	$388.64
August	$231,597	1,188	501	$194.95	$462.27
September	$204,002	1,184	503	$172.30	$405.57
October	$225,796	1,192	506	$189.43	$446.24
November	$387,353	1,185	505	$326.88	$767.04
December	$300,750	1,181	505	$254.66	$595.55
Total - 2019	**$3,014,227**	**1,174**	**499**	**$213.96**	**$503.38**
January - 2020	$275,831	1,188	505	$232.18	$546.20
February	$292,183	1,178	503	$248.03	$580.88
March	$359,221	1,182	501	$303.91	$717.01
YTD - 2020	**$927,236**	**1,183**	**503**	**$261.27**	**$614.47**
3 Month - 2019	**$548,092**	**1,170**	**497**	**$156.15**	**$367.60**

[1] *As reported by Anthem*

2019 & 2020 YTD Prescription Drug Claims and Enrollment Summary

Month	Sum of Paid Prescription Drug Claims [1]	Number of Members [1]	Number of Employees [1]	Paid Prescription Drug Claims Per Member Per Month	Paid Prescription Drug Claims Per Employee Per Month
January - 2019	$119,232	1,168	492	$102.08	$242.34
February	$107,709	1,172	498	$91.90	$216.28
March	$129,304	1,170	502	$110.52	$257.58
April	$96,701	1,163	497	$83.15	$194.57
May	$125,035	1,165	497	$107.33	$251.58
June	$98,637	1,164	495	$84.74	$199.27
July	$108,317	1,152	492	$94.02	$220.16
August	$81,333	1,188	501	$68.46	$162.34
September	$100,710	1,184	503	$85.06	$200.22
October	$93,598	1,192	506	$78.52	$184.98
November	$98,243	1,185	505	$82.91	$194.54
December	$97,752	1,181	505	$82.77	$193.57
Total - 2019	**$1,256,570**	**1,174**	**499**	**$89.19**	**$209.85**
January - 2020	$111,022	1,188	505	$93.45	$219.85
February	$103,858	1,178	503	$88.16	$206.48
March	$81,088	1,182	501	$68.60	$161.85
YTD - 2020	**$295,969**	**1,183**	**503**	**$83.39**	**$196.14**
3 Month - 2019	**$356,245**	**1,170**	**497**	**$101.49**	**$238.93**

[1] *As reported by Anthem*

2019 & 2020 YTD Total Medical and Prescription Drug Claims and Enrollment Summary

Month	Sum of Total Paid Claims [1]	Number of Members [1]	Number of Employees [1]	Paid Total Claims Per Member Per Month	Paid Total Claims Per Employee Per Month
January - 2019	$247,279	1,168	492	$211.71	$502.60
February	$308,178	1,172	498	$262.95	$618.83
March	$348,879	1,170	502	$298.19	$694.98
April	$262,414	1,163	497	$225.64	$528.00
May	$365,752	1,165	497	$313.95	$735.92
June	$617,634	1,164	495	$530.61	$1,247.75
July	$299,527	1,152	492	$260.01	$608.80
August	$312,931	1,188	501	$263.41	$624.61
September	$304,712	1,184	503	$257.36	$605.79
October	$319,393	1,192	506	$267.95	$631.21
November	$485,595	1,185	505	$409.78	$961.57
December	$398,503	1,181	505	$337.43	$789.11
Total - 2019	**$4,270,798**	**1,174**	**499**	**$303.15**	**$713.23**
January - 2020	$386,853	1,188	505	$325.63	$766.05
February	$396,042	1,178	503	$336.20	$787.36
March	$440,309	1,182	501	$372.51	$878.86
YTD - 2020	**$1,223,204**	**1,183**	**503**	**$344.66**	**$810.61**
3 Month - 2019	**$904,336**	**1,170**	**497**	**$257.65**	**$606.53**

[1] *As reported by Anthem*

Anthem Three-Year Utilization Summary

	Prior Period (2 years ago): April 2017 - March 2018	Prior Period (1 year ago): April 2018 - March 2019	Current Period: April 2019 - March 2020
Admissions/Visits/Services by Provider Type			
Inpatient facility (admissions)	67	50	76
Outpatient facility (visits)	1,859	1,704	1,647
Professional (services)	9,761	9,368	10,192
Paid Claims by Provider Type[1]			
Inpatient facility	$691,187	$536,975	$940,579
Outpatient facility	$936,895	$804,893	$1,230,508
Professional	$1,221,697	$1,147,076	$1,222,285
Total	**$2,849,779**	**$2,488,944**	**$3,393,372**
Paid Claims Per Admission/Visit/Service			
Inpatient Per Adminssion	$10,316.22	$10,739.50	$12,376.04
Outpatient Per Visit	$503.98	$472.36	$747.12
Professional Per Service	$125.16	$122.45	$119.93

[1] Paid claims do not reflect stop-loss reimbursements

Enrollment and Claims

Enrollment and Claims Metrics				
	2017	2018	2019	YTD 2020 [1]
Average Enrolled Participants				
Total - Enrolled Employees	507	492	499	503
Total - Enrolled Members	1,223	1,197	1,174	1,183
Paid Expenses[2]				
Total Paid Expenses (medical and prescription drug)	$3,946,533	$3,861,967	$4,270,798	$1,223,204
Paid Expenses - Per Employee Per Month	$648.67	$654.13	$713.23	$810.61
Paid Expenses - Per Member Per Month	$268.91	$268.86	$303.15	$344.66

[1] Through March 31, 2020

[2] Paid expenses do not reflect stop-loss reimbursements

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CB 2020-259

Case 015-20: Approximately 140' North and 60' West of the intersection of N Oliver Ave. and W A St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development. – 210 Rentals LLC

Carrol Corley, 2009 Stephens Blvd, Joplin, MO, representing 210 Rentals LLC. They are asking for this property to be rezoned to R-2, Two-Family Residential for the purpose of building duplexes.

Mr. Ramsour asked if the Commissioners had any questions? They did not. Mr. Ramsour asked if there was anyone who would like to speak in favor to this case? There was not. Mr. Ramsour asked if there was anyone who would like to speak in opposition to this case? There was not.

MR. DERMOTT MOVED, SECONDED BY MR. EASTMAN, CASE 015-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. KOELKEBECK, MRS. BRUCKNER-SEARS (CALL IN), MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: May 11, 2020
City Council Meeting: June 1, 2020

STAFF PLANNING REPORT
Rezoning

CASE 015-20 A request to rezone from R-1 (Single-family Residential) to R-2 (Two-family Residential)

LOCATION Approximately 140' North and 60' West of the intersection of N Oliver Ave. and W A St.

APPLICANT 210 Rentals, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	0.41 acres

SITE CONTEXT

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

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N Oliver Ave.	Local	60'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property is in an area designated as future low-density residential.

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

The current zoning of R-1 is suitable in this area. While the property immediately adjacent to the lot is vacant, there are single-family uses nearby. R-1 is the most restrictive district and the least intensive so it would be appropriate here.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 will not be detrimental to the nearby property. The R-2 zoning district is low-density, so it does conform to the Future Land Use Map. R-2 is also very restrictive in the types of uses allowed in the district so it is also appropriate for this area. Further south on Oliver, there are a few lots also zoned R-2.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the neighborhood. R-2 zoning maintains low-density in an already low-dense neighborhood. In addition, there are other lots zoned R-2 very nearby.

Staff recommends approval of Case 015-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 3-6-2020

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

For Office Use Only

Case No.: 015-20
Filing Fee: ~~$500.00~~ $550.06
Date Advertised: 4-26-20
Date Notices Sent 4-27-20
Public Hearing Date: 5-11-20

APPLICANT: 210 Rentals LLC PHONE: 417-952-7037
ADDRESS: 2009 Stephens Blvd Joplin ZIP: 64840

OWNER: Brian Schnelle PHONE:
ADDRESS: ZIP:

LOCATION/ADDRESS OF PROPERTY: N. Oliver St & A Street

Present Zoning R-1 Requested Zoning: R-2 Acreage: .41
Present Use of Property: vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	trees	R1
South	vacant Lot	R1
East	trees	R1
West	Housing	R1

Character of the Neighborhood:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: This is a large lot & we are wanting to build 2-duplexes on the property. There are several rental properties in the area ~~but~~ are small homes

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   Electricity? NO
   Gas? _____
   Sewers? _____
   Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

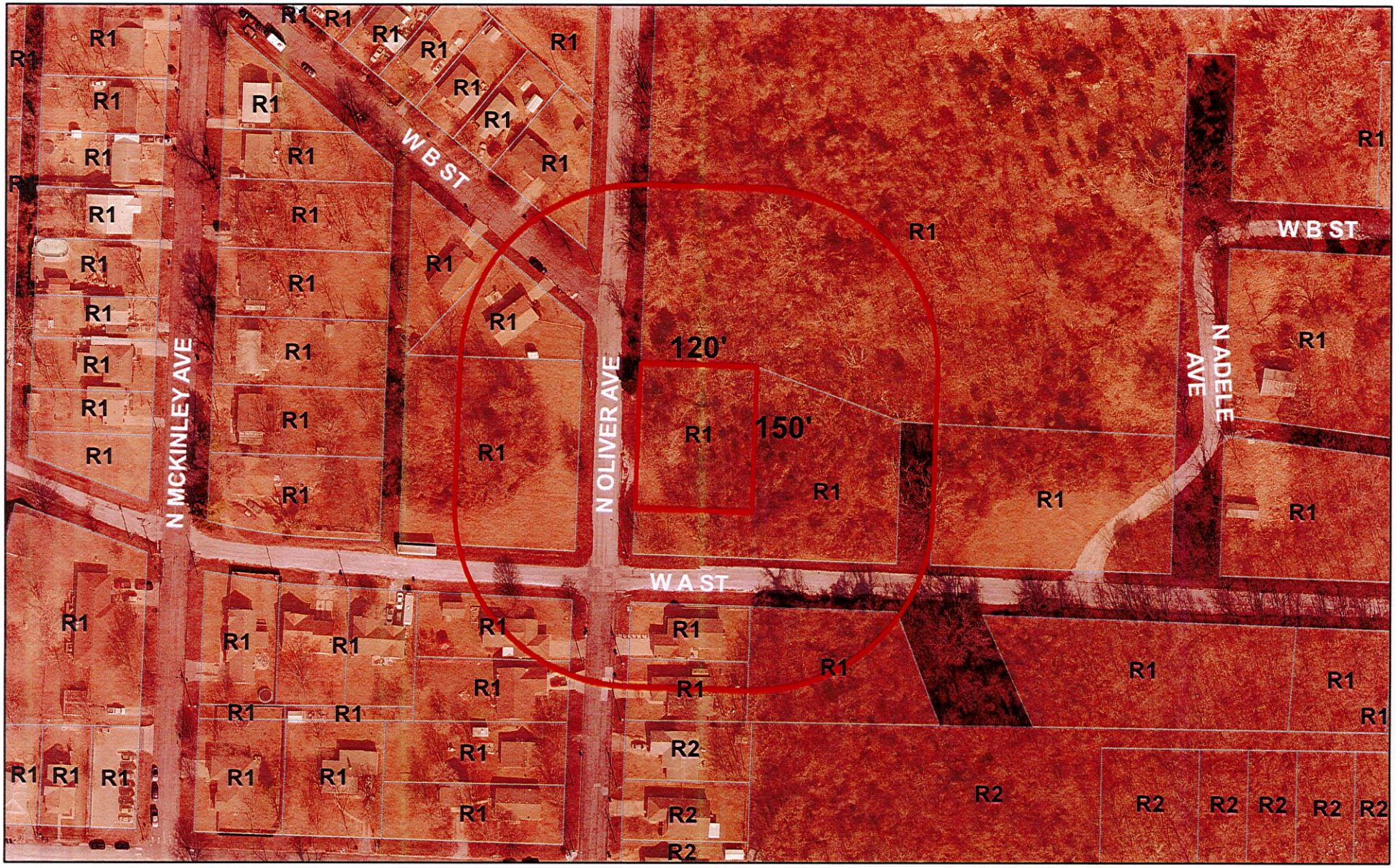
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 3/4/2020

EMAIL: 210rentals'joplin@gmail.com

TITLE: Owner

Case 015-20: Approximately 140' North and 60' West of the intersection of N Oliver Ave. and W A St. Rezone



A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development. – 210 Rentals LLC

0 40 80 160 240 320 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-259 - Rezone to R-2 (Two-Family Residential)

MEETING DATE:
June 1, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 015-20: Approximately 140' North and 60' West of the intersection of N Oliver Ave. and W A St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development. – 210 Rentals LLC

BACKGROUND:
The change in zoning to R-2 will not be detrimental to the nearby property. The R-2 zoning district is low-density and very restrictive in the types of uses allowed in the district, so it is appropriate for this area. There are nearby lots zoned R-2 as well, so the neighborhood area does already have this zone.

PLANNING & ZONING COMMISSION TESTIMONY:
Carrol Corley, 2009 Stephens Blvd, Joplin, MO, representing 210 Rentals LLC. They are asking for this property to be rezoned to R-2, Two-Family Residential for the purpose of building duplexes.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 015-20, 7 in favor, 0 Nays.
Staff recommends approval of Case 015-20

ATTACHMENTS
CB 2020-259, Staff Planning Report, P&Z Commission Minutes

P & Z Case 015-20
210 Rentals LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-259 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located approximately 140' North and 60' West of the intersection of N Oliver Ave. and W A St., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2:

> All of lots numbered one hundred five (105), one hundred six (106), and one hundred 7 (107) in Harold Fenix Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-260

Case 016-20: 5526 W 32nd St. – A request to remove from District C-O (Non-Retail Commercial) and include in District C-1 (Neighborhood Commercial) for the purpose of future commercial development. – Stanley Weaver

Stanley Weaver, 8063 SE Strawberry Lane, Galena, KS. He owns the property at 5526 W. 32nd Street, where there is currently an architectural office. He is requesting a change from C-O to C-1, Neighborhood Commercial. Since the adjacent properties to the east and to the west is not developed as they had been planned. He is asking for his property to be rezoned to be more marketable in the future. He feels that the current and future residential development in Wildwood Ranch would be benefitted to have a type of food service establishment in that area. He does not have any desires to change anything at this time, but he has spoken to the Health Department and other food services for recommendations and requirements.

Mr. Ramsour asked if the Commissioners had any questions? They did not. Mr. Ramsour asked if there was anyone who would like to speak in favor to this case? There was not. Mr. Ramsour asked if there was anyone who would like to speak in opposition to this case?

Marilyn Worden, 5527 W 33rd St., Joplin, MO. She is not in opposition of what he brought forth as the food services, but I was told that apartments were going to be there. Is it going to be apartments or more commercial?

Mr. Stanton stated that multi-family uses are permitted in C-1 District. They are limited to the 2,500 square feet per unit. If he wanted to build units, he would be limited.

Ms. Worden stated that if they are two story, then she would be opposed to the request. Her property abuts and with a two-story building the top floor would be able to see into her back yard.

Mr. Ramsour asked if there were any other questions? He also explained that this was for just the rezoning for that piece of property not any other property.

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH, CASE 016-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. KOELKEBECK, MRS. BRUCKNER-SEARS (CALL IN), MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (7 IN FAVOR, 0 NAYS).

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-260 - Rezone to C-1 (Neighborhood Commercial)

MEETING DATE:
June 1, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 016-20: 5526 W 32nd St. – A request to remove from District C-O (Non-Retail Commercial) and include in District C-1 (Neighborhood Commercial) for the purpose of future commercial development. – Stanley Weaver

BACKGROUND:
The current zoning of C-O is suitable in this area. 32nd St. is the gateway to the Wildwood Ranch area and will likely become a high-traffic street as the area develops. The change in zoning to C-1 will not be detrimental to the nearby property as uses in the C-1 district are limited in intensity and scale and typically are uses to serve the nearby residential population.

PLANNING & ZONING COMMISSION TESTIMONY:
Stanley Weaver, 8063 SE Strawberry Lane, Galena, KS. He owns the property at 5526 W. 32nd Street, where there is currently an architectural office. He is requesting a change from C-O to C-1, Neighborhood Commercial. Since the adjacent properties to the east and to the west have not developed as they had been planned. He is asking for his property to be rezoned to be more marketable in the future.

PUBLIC COMMENT:
Marilyn Worden, 5527 W 33rd St., Joplin, MO. She is not in opposition of what he brought forth as the food services, but I was told that apartments were going to be there. Is it going to be apartments or more commercial?

Mr. Stanton stated that multi-family uses are permitted in C-1 District. They are limited to the 2,500 square feet per unit. If he wanted to build units, he would be limited.

Ms. Worden stated that if they are two story, then she would be opposed to the request. Her property abuts and with a two-story building the top floor would be able to see into her back yard

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends Approval for Case 016-20, 7 in favor, 0 Nays.
Staff recommends approval of Case 016-20

ATTACHMENTS
CB 2020-260, Staff Planning Report, P&Z Commission Minutes

P & Z Case 016-20
Stanley Weaver
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-260 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O and including in District C-1 property as described below and located 5526 W 32nd Street, City of Joplin, Jasper County and 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 the following described property and including in District C-1:

> All that part of Section 13 and 24 in Township 27, Range 34, in the City of Joplin, in Both Jasper and Newton Counties, Missouri described as follows: commencing at the Northeast Corner of the Northeast Quarter of Section 24, thence S01°52'02"W along the East line of said Northeast Quarter a distance of 38.68 feet; thence continuing S01°52'02"W a distance of 194.57 feet; thence N90°00'00"W a distance of 33.38 feet; thence N88°36'16"W a distance of 83.97 feet to the point of beginning; thence continuing N86°36'16"W a distance of 248.29 feet to a non-tangent curve to the left having a radius of 2950.00 feet and a chord bearing a distance of S80°18'22"E, 178.00 feet said point being on the South right-of-way line of 32nd Street; thence along said South right-of-way line an arc distance of 178.06 feet; thence away from said right-of-way line a distance of 229.27 feet to the point of beginning; except any part taken or deeded for road subject to any easement or restrictions of record, containing 1.0 acres more or less

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Z&P Meeting: May 11, 2020
City Council Meeting: June 1, 2020

STAFF PLANNING REPORT
Rezoning

CASE 016-20 A request to rezone from C-O (Non-retail Commercial) to C-1 (Neighborhood Commercial)

LOCATION 5526 W 32nd St.

APPLICANT Stanley Weaver

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-O	Office	1.0 Acre

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 32nd St.	Collector	95'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property is in an area designated as future commercial development. It is also compatible with the proposed land uses in the Wildwood Ranch Land Use Plan.

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

The current zoning of C-O is suitable in this area. 32nd St. is the gateway to the Wildwood Ranch area, so it is intended to become a high-traffic street as the area develops. Commercial property along a high-trafficked street is appropriate.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-1 will not be detrimental to the nearby property. The C-1 zoning district allows uses that are to service the neighborhood level. Places that have smaller building footprints, generate low traffic, and are overall less intense are permitted in C-1.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the land use map for Wildwood. C-1 zoning maintains a less intense commercial district that can service the nearby neighborhoods now, and future development as well.

Staff recommends approval of Case 016-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 3-6-20

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

For Office Use Only

Case No.: 016-20
Filing Fee: $550.00
Date Advertised: 4-26-20
Date Notices Sent 4-27-20
Public Hearing Date: 5-11-20

APPLICANT: STANLEY WEAVER PHONE: 417 438 1819
ADDRESS: GALENA, KS ZIP: 66739

OWNER: STANLEY WEAVER PHONE: 417 438 1819
ADDRESS: GALENA, KS ZIP: 66739

LOCATION/ADDRESS OF PROPERTY: 5526 WEST 32ND STREET JOPLIN, MO 64804

Present Zoning C-O Requested Zoning: C-1 Acreage: 1
Present Use of Property: OFFICE

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	FARM LAND	R-1
South	RESIDENTIAL SINGLE FAMILY	R-1
East	VACANT	C-O ?
West	VACANT	C-O

Character of the Neighborhood: PLANNED COMMUNITY, MOSTLY RESIDENTIAL WITH LONG TERM CARE FACILITIES

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: FUTURE GROWTH WILL REQUIRE FOOD AND DRINK BUSINESSES TO SERVE THE NEIGHBORHOOD

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:
PROPERTY IS A PRIME LOCATION TO SERVE THE NEIGHBORHOOD WITHIN WALKING & SHORT DRIVING DISTANCES

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

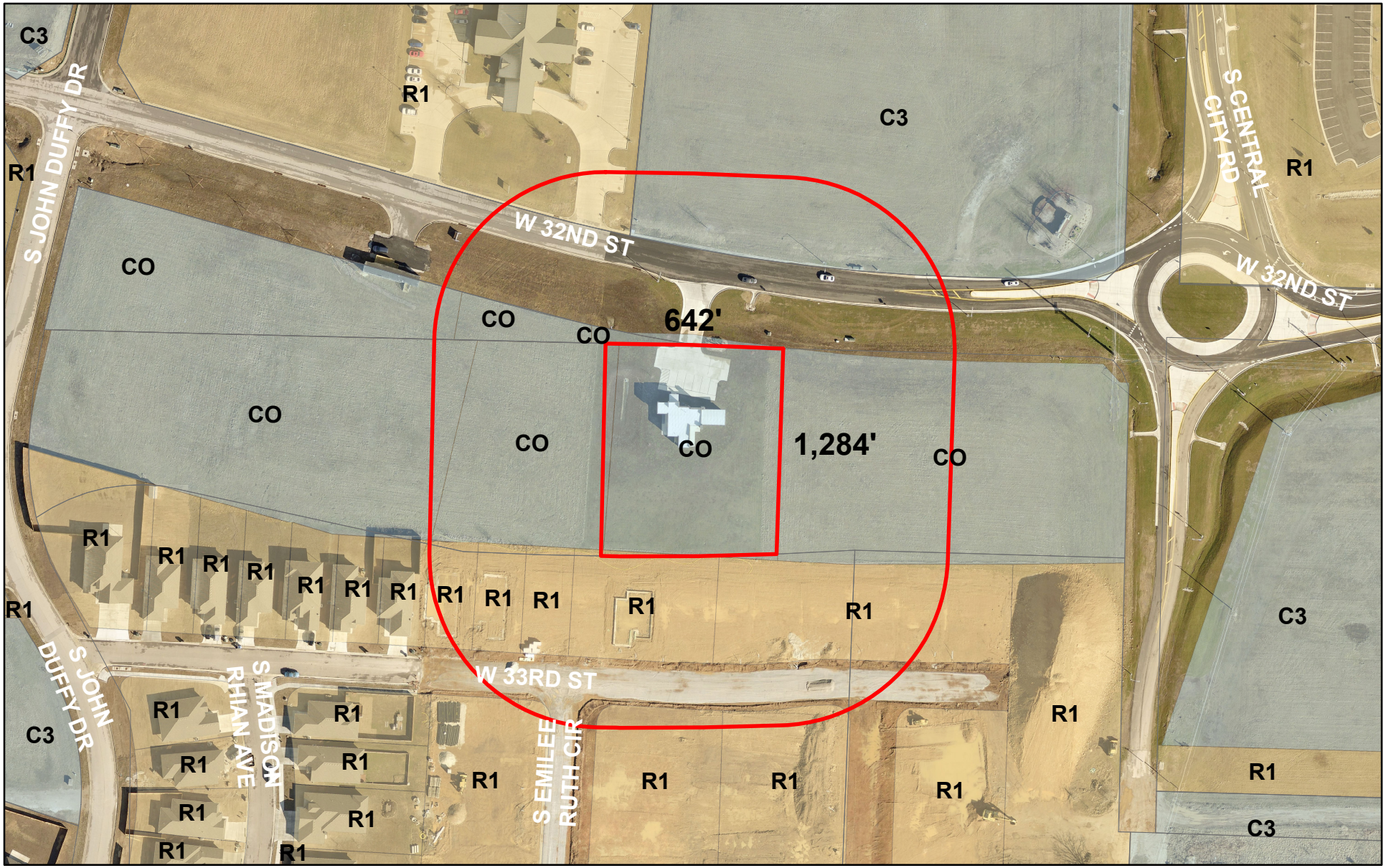
✓ 1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties, and how the proposed change will benefit the City of Joplin.
X 3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Stan Weaver DATE: 3/16/20

EMAIL: stan@team6.us

TITLE: OWNER

Case 016-20: 5526 W 32nd St. - Rezone



A request to remove from District C-O (Non-Retail Commercial) and include in District C-1 (Neighborhood Commercial) for the purpose of future commercial development. – Stanley Weaver

CB 2020-261

Case 017-20: Approximately 50' West of the West end of public right-of-way on Douglas Place - A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development – Joel Standeford

Joel Standeford, 423 E 4th Street, Ste. 1, Joplin, MO. He is requesting rezoning because the goal here is to put in two (2) duplexes, one on the north side and one on the south.

Mr. Ramsour asked if the Commissioners had any questions?

Mr. McCullough asked if he was building two story duplexes?

Mr. Standeford stated he would prefer to do that but if the neighbors would rather have single floor duplexes, he would not be opposed to that. To the East there are some other duplexes on Douglas Place.

Mr. Ramsour asked if there was anyone who would like to speak in favor to this case? There was not. Mr. Ramsour asked if there was anyone who would like to speak in opposition to this case?

Kenneth Holman, 1777 Kent St., Webb City, MO. He is the owner of the property located at 2710 Douglas Court which is adjacent to the property that is being requested to be rezoned. He is in opposition because it is a duplex and it is a rental. He stated that he thought it would devalue his property because he is next to it.

Mr. Dermott asked if his property was a rental property?

Mr. Holman stated it was not and his daughter lives in the house. There are about 6 or 7 petitions that were turned in.

Mr. Stanton stated there were 7 petitions turned in.

Dave Meyer, attorney-at-law, 626 S Byers, Joplin, MO. I am representing my parents Paul and Kay Meyer. Their property is directly north of the proposed property. They have both protested the change. The duplexes are the only source of disturbances we have. Introducing that in this neighborhood to duplexes changes the nature of it. If you start here where do you stop?

Mr. Ramsour as Commissioners if they had any questions?

Ms. Steele wanted to know that the property that you speaking of is bumps up to 25th Street?

Mr. Meyers stated that it was 2802 E 25th Street. It abuts that property.

Mr. Ramsour asked if there were any other questions and is there anyone else to speak in opposition?

Steve Jones, 2721 Douglas Place, Joplin, MO. They are concerned about the extra traffic from the duplexes, twice as many cars, twice as many people and, he has spoken to everyone on Douglas Place and we are not opposed to single family homes, it is just the duplex we are opposed to. Single family homes would be great and property values would increase. A lot of negative around duplexes.

Mr. Eastman asked staff if the city recommends this case?

Mr. Stanton stated that staff did recommend approval, based on the mix of existing duplexes in the neighborhood.

MR. EASTMAN MOVED, THERE WAS NOT A SECOND, ON CASE 017-20 TO FORWARD TO THE CITY COUNCIL WITH RECOMMENDATIONS FOR APPROVAL. MOTION DIES FOR A LACK OF SECOND.

MS. KOELKEBECK MOVED, SECONDED BY MR. DERMOTT, FOR CASE 017-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR DENIAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS (CALL IN), MRS. KOELKEBECK, MRS. STEELE, MR. MCCULLOUGH, VOTING "AYE" AND MR. EASTMAN VOTING NAY. (6 IN FAVOR, 1 NAYS).

Z&P Meeting: May 11, 2020
City Council Meeting: June 1, 2020

STAFF PLANNING REPORT
Rezoning

CASE 017-20 A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development

LOCATION Approximately 50' West of the West end of public right-of-way on Douglas Place

APPLICANT Joel Standeford

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	0.91 Acres

SITE CONTEXT

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

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Douglas Place	Local	50'

UTILITIES

Utilities may need to be extended to this property. Some utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property is in an area designated as future low-density residential.

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

The current zoning of R-1 is suitable in this area. The properties directly adjacent are zoned R-1. Being at the end of a dead-end street is also an appropriate transportation situation for R-1.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 should not be detrimental to the nearby property. The R-2 zoning district is very restrictive, just as the R-1 district is. The R-2 district maintains low-density in this area.

DISCUSSION

This request is compatible with the Comprehensive Plan and the Future Land Use Map. The R-2 zoning maintains a low-density in a neighborhood that is already not very dense. While the nearby properties are zoned R-1, at the East end of Douglas Place, there are some lots zoned R-2 with Two-family uses on them.

Staff recommends approval of Case 017-20.

ATTACHMENTS

- Application
- Map

RECEIVED 2-26-20

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 017-20
Filing Fee: $550.00
Date Advertised: 4-26-20
Date Notices Sent 4-27-20
Public Hearing Date: 5-11-20

APPLICANT: Joel Standeford PHONE: 417-438-6081
ADDRESS: 423 E. 4TH St. Joplin MO ZIP: 64801

OWNER: Joel Standeford PHONE: 417-438-6081
ADDRESS: ~~423~~ 423 E 4TH St. Joplin MO ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: W. Douglas Place

Present Zoning R1 Requested Zoning: R2 Acreage: .91
Present Use of Property: VACANT LAND

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	RESIDENTIAL R1	R1
South	Rail Road	C
East	RESIDENTIAL	R1 + R2
West	VACANT LAND	R1

Character of the Neighborhood: DEAD END STREET, QUIET AREA W/ MIXED RESIDENTIAL & DUPLEXES

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: DOUGLAS PLACE
2. Classification of Street(s):
   Arterial NO Collector NO Local YES
3. Right-of-Way Width: 10'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? YES
2. Properly Sized Street Right-of-Way? YES
3. Drainage Easements? NO
4. Utility Easements:
   Electricity? YES
   Gas?
   Sewers? YES
   Water? YES
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

IT WOULD BE A GOOD ADDITION TO THE DEAD END AREA OF THIS STREET

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

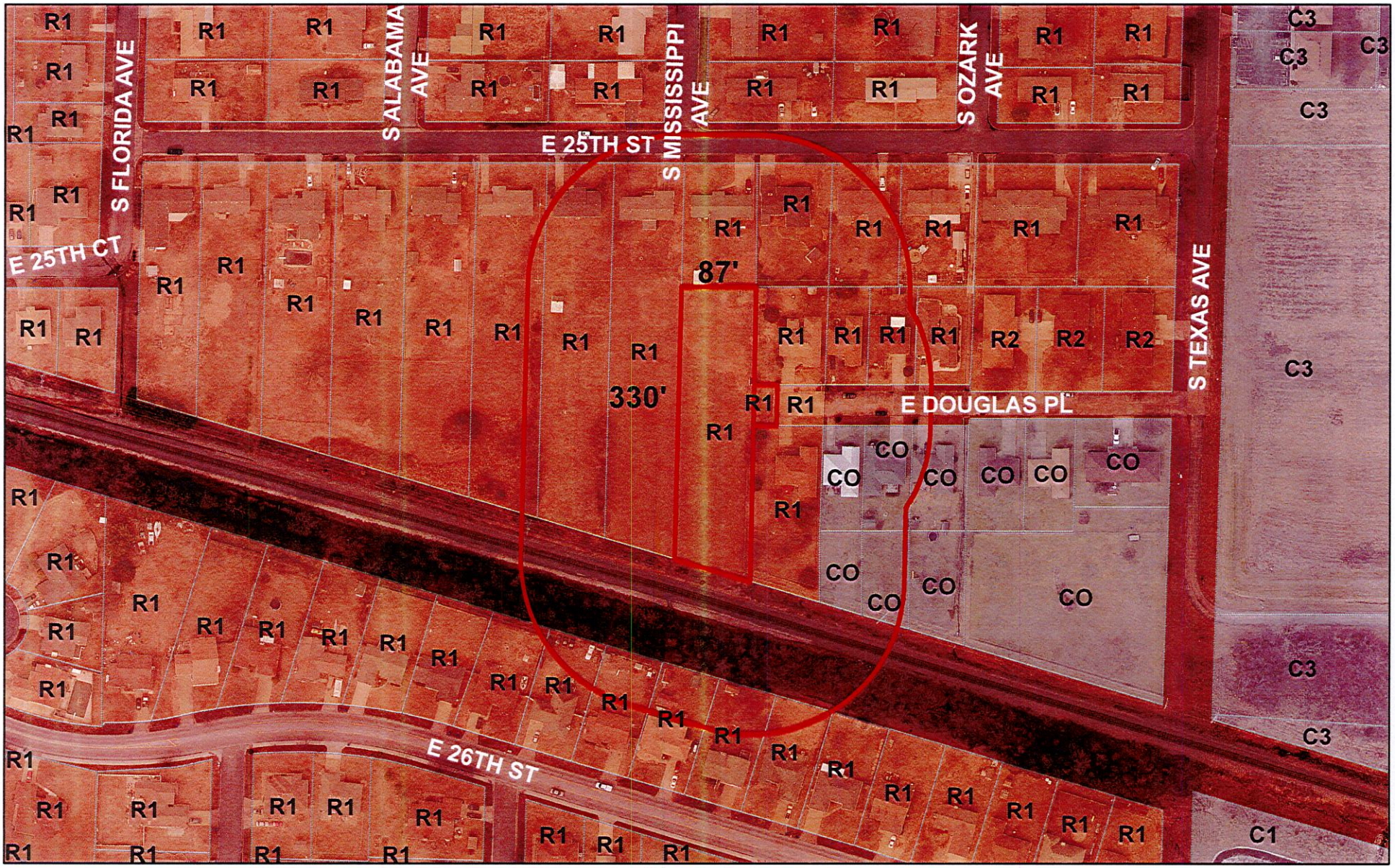
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 2-26-20

EMAIL: joelstanleford24@gmail.com

TITLE: OWNER / BUILDER

Case 017-20: Approximately 50' West of the West end of public right-of-way on Douglas Place Rezone



A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development – Joel Standeford

0 45 90 180 270 360 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-261 - Rezone to R-2 (Two-Family Residential)

MEETING DATE:
June 1, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 017-20: Approximately 50' West of the West end of public right-of-way on Douglas Place - A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development – Joel Standeford.

BACKGROUND:
The change in zoning to R-2 should not be detrimental to the nearby property. The R-2 zoning district is very restrictive, just as the R-1 district is. The R-2 district maintains low-density in this area. While the nearby properties are zoned R-1, at the East end of Douglas Place, there are some lots zoned R-2 with two-family uses on them.

PLANNING & ZONING COMMISSION TESTIMONY:
Joel Standeford, 423 E 4th Street, Ste. 1, Joplin, MO. He is requesting rezoning because the goal here is to put in two (2) duplexes, one on the north side and one on the south.

Mr. McCullough asked if he was building two story duplexes?

Mr. Standeford stated he would prefer to do that but if the neighbors would rather have single floor duplexes, he would not be opposed to that. To the East there are some other duplexes on Douglas Place.

PUBLIC COMMENT;
Kenneth Holman, 1777 Kent St., Webb City, MO. He is the owner of the property located at 2710 Douglas Court which is adjacent to the property that is being requested to be rezoned. He is in opposition because it is a duplex and it is a rental. He stated that he thought it would devalue his property because he is next to it.

Dave Meyer, attorney-at-law, 626 S Byers, Joplin, MO. I am representing my parents Paul and Kay Meyer. Their property is directly north of the proposed property. They have both protested the change. The duplexes are the only source of disturbances we have. Introducing that in this neighborhood to duplexes changes the nature of it. If you start here where do you stop?

Ms. Steele wanted to know that the property that you speaking of is bumps up to 25th Street?

Mr. Meyers stated that it was 2802 E 25th Street. It abuts that property.

Steve Jones, 2721 Douglas Place, Joplin, MO. They are concerned about the extra traffic from the duplexes, twice as many cars, twice as many people and, he has spoken to everyone on Douglas Place and we are not opposed to single family homes, it is just the duplex we are opposed to. Single family homes would be great and property values would increase. A lot of negative around duplexes.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends Denial for Case 017-20, 6 in favor, 1 in opposition.
Staff recommends approval of Case 017-20.

ATTACHMENTS
CB 2020-261, Staff Planning Report, P&Z Commission Minutes

P & Z Case 017-20
Joel Standeford
(P & Z Recommended Denial)

COUNCIL BILL NO. 2020-261 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located Approximately 50' West of the West end of public right-of-way on Douglas Place, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2:

All of lot numbered five (5) except the East 87.5 feet and except the North 150.0 feet thereof, in replat of the McAllister Development Company Second Subdivision to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being subject to all easements, rights-of-way and reservations of record; and commencing at the Northwest Corner of Lot 4 in Douglas Subdivision being a re-plat of part of Lots 6 and 10 in McAllister Development Company's 2nd Subdivision, located in Section 13, Township 27, Range 33 in the City of Joplin, Jasper County, Missouri; thence S88°20'21"W along the South line of Douglas Place if extended 57.50 feet to the point of beginning; thence S88°20'21"W along said extended line 30.0 feet; thence N0°07'50"E parallel to the West line of Douglas Subdivision 50.0 feet to the North line of Douglas Place if extended; thence N88°20'21"E along said extended line 30.0 feet; thence S0°07'50"W 50.0 feet to the point of beginning. Being a part of lot 5 in said McAllister Development Company's 2nd Subdivision. Except any part taken or deeded for road right-of-way.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-262

Case 018-20: Street Vacation – A request to vacate Pearl Ave. street right-of-way lying North of W. 7th St. and South of W 6th St. – Jasper County

Mr. Stanton stated that he does have a representative for this case on the video. Matt Murphy, TreanorHL, 1040 Vermont St., Lawrence, KS. I am representing Jasper County on this request tonight. On the map we are requesting a vacation from Pearl Ave from 6th to 7th as well as a portion of the adjacent alley way. It will be in support of the new courthouse, which is currently in design and planning. This will allow a contiguous site for construction of the courthouse and improvements for parking and other utilities.

Mr. Ramsour asked about the alleyway between Pearl and Wall, what is the importance of that small Portion?

Mr. Murphy stated the intent is to vacate the alley on Mineral alley just to west not the east that would but up against 7th Street.

Mrs. Steele mention that they are wanting just part of the alley not the whole alley.

That small part of the alley will be used for side parking lot and side access for prisoner transport.

Mr. Murphy stated that the County will be taking access to the garage that will go over to Byers. There will be a cross access underneath that alleyway to get into the garage. That is why that portion of the alley is important. The placement of the Courthouse is such that the southern half of Pearl Ave would be interfering with the Courthouse and the new entry drive coming into the public parking will be 6th Street. From Byers will be the entrance to the basement garage under the courthouse.

Mr. Ramsour asked if the Commissioners had any questions?

Mrs. Koelkebeck stated that if she understands correctly the property on 7th Street are part of the new courthouse as well?

Mr. Stanton stated yes both the C-3s and the one R-3 on the map will become part of the parking.

Mr. Ramsour asked if there was anyone else that would like to speak in favor of this case?

Darius Adams, Western District Commissioner for Jasper County and Commissioner that is involved in this project. It is going to be a beautiful building when complete. After the discussion you can see why it is imperative that we have the vacation. As far as the parking in the corner, it will not be all parking, there will be some green space there too. We are very diligent about that.

Mr. Eastman wanted to know if there was a time frame?

Mr. Adams stated that they were hoping to have this bid out in late July, early August and then start turning dirt shortly after that.

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

MR. DERMOTT MOVED, SECONDED BY MRS. STEELE, CASE 018-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. KOELKEBECK, MRS. BRUCKNER-SEARS (CALL IN), MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: May 11, 2020
City Council Meeting: June 1, 2020

STAFF PLANNING REPORT
Vacation

CASE 018-20 A request to vacate Pearl Ave. street right-of-way lying North of W. 7th St. and South of W 6th St. and a portion of alley right-of-way lying approximately 180' West and 50' North of the intersection of W. 7th St. and S. Pearl Ave.

APPLICANT City of Joplin

REPRESENTATIVE Keegan Stanton

LOCATION North of W. 7th St. and South of W 6th St.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 460' x 60'
Alley Right-of-Way	Approximately 170' x 20'

REASON FOR VACATION

Jasper County has acquired all property on the East and West sides of Pearl Ave. between 6th and 7th Streets and along the portion of alley requested to be vacated. The County would like to consolidate their land in order to build a new courthouse on the site to accommodate growing needs and population.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are currently in the Right-of-Way. Rerouting of utilities is not required to maintain current services to adjoining properties. A savings clause will be provided in the ordinance.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

Jasper County is planning for a new courthouse near their existing one and have purchased property along Pearl Ave. to ensure room for not only a new courthouse, but also for the current courthouse to still be used while construction is done on the new one. This construction planning and the large footprint of the proposed courthouse has created the need for a consolidation of their land holdings along Pearl Ave.

We have requested and received a traffic study from the firm handling the design of the new courthouse looking into the affect closing Pearl Ave. will have on traffic in the local area. This was requested during the demolition of the old church on the site, so Pearl Ave. was closed at that time. We did request a follow-up for more extrapolation and interpretation and that was conducted once the COVID-19 closures and stay-at-home order was in place.

We are continuing to work with the applicant to study the traffic situation more, but initial study shows that there will be a minimal disruption to traffic flow. As Pearl ends at 10th Street, it does not go through as Joplin and Wall do, so traffic on Pearl is already diverting once it hits 10th Street.

Staff recommends approval of Case 018-20 with a savings clause to allow for utilities to access and maintain their infrastructure.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 018-20
Filing Fee: $500.00
Date Advertised: 4-26-20
Date Notices Sent 4-27-20
Public Hearing Date: 5-11-20

I. Applicant Name: County of Jasper Phone: 417.358.0421

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

Address: 302 S. Main Street, Carthage, MO Zip: 64836

II. Type of vacation requested (check one):

Street Vacation X

Alley Vacation X

Utility vacation

Other (Please specify)

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

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

All property adjacent to the areas of vacation request is owned by the County. There will be no private rights endangered by the vacation.

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

The downtown street grid allows for easy navigation of the area such that granting the vacation should have very minimal impact to public convenience of travel.

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

Granting the vacation will allow for construction of a safer and more efficient local government building to serve the residents of Jasper County.

IV. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

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

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

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

Utility	Contact	Email	Phone
AT&T	Kenny Kenworthy	kk7429@att.com	417-625-8092
Missouri American Water	Andrew Holderness	andrew.holderness@amwater.com	417-623-0676 x1009
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)*	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)*	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767

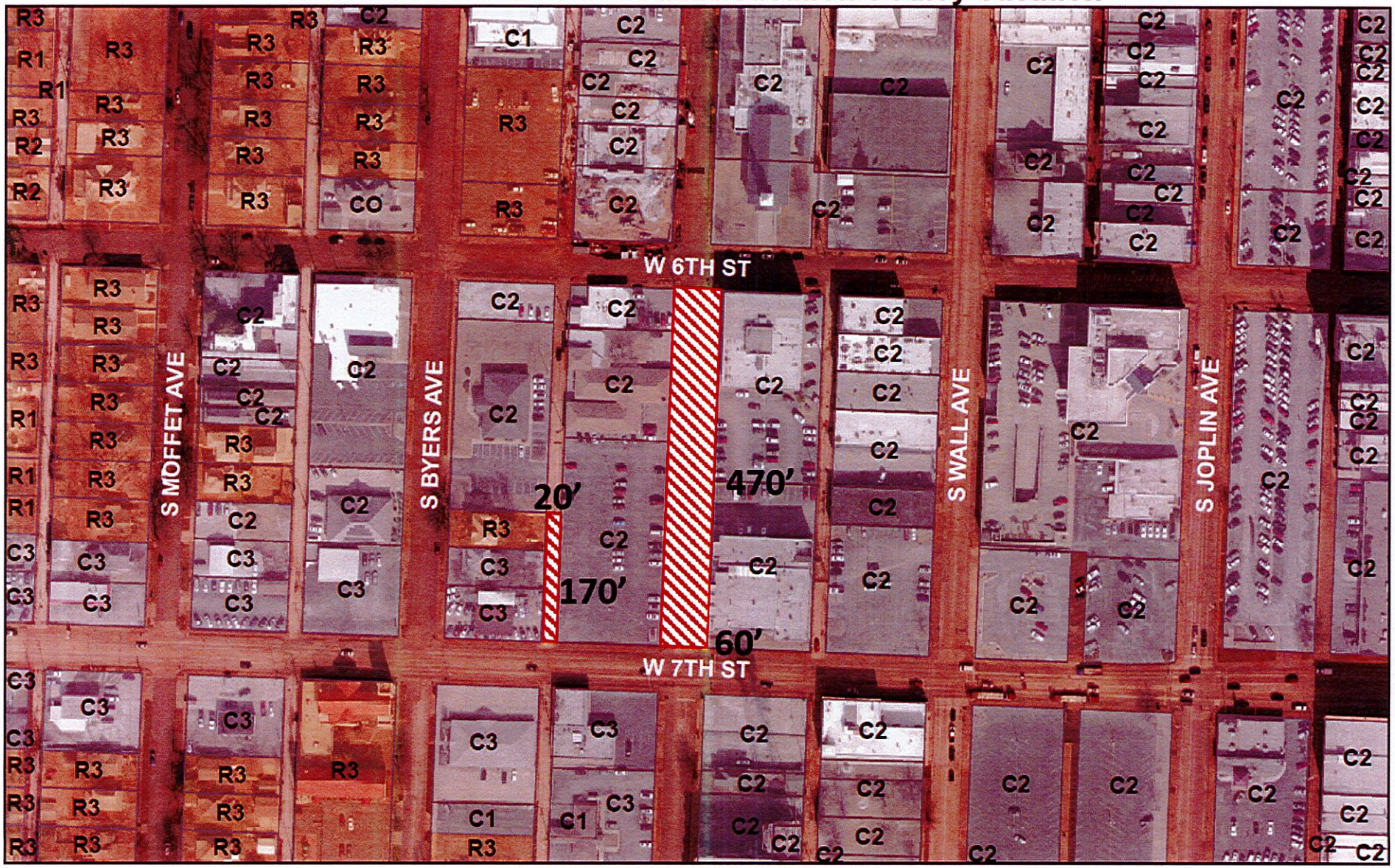
*Must contact BOTH contacts at Spire Energy.

Signature

2-6-20

Date

Case 018-20 Pearl Ave. Street Vacation & Alley Vacation



A request to vacate Pearl Ave. street right-of-way lying North of W. 7th St. and South of W 6th St. and a portion of alley right-of-way lying approximately 180' West and 50' North of the intersection of W. 7th St. and S. Pearl Ave. – Jasper County

0 50 100 200 300 400 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-262-Street Vacation

MEETING DATE:
June 1, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 018-20: Street Vacation – A request to vacate Pearl Ave. street right-of-way lying North of W. 7th St. and South of W 6th St. – Jasper County.

BACKGROUND:
Jasper County is planning for a new courthouse near their existing one and have purchased property along Pearl Ave. This construction planning and the large footprint of the proposed courthouse has created the need for a consolidation of their land holdings along Pearl Ave.

We are continuing to work with the applicant to study the traffic situation more, but initial study shows that there will be a minimal disruption to traffic flow. As Pearl ends at 10th Street, it does not go through as Joplin and Wall do, so traffic on Pearl is already diverting once it hits 10th Street.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stanton stated that he does have a representative for this case on the video. Matt Murphy, TreanorHL, 1040 Vermont St., Lawrence, KS. I am representing Jasper County on this request tonight. On the map we are requesting a vacation from Pearl Ave from 6th to 7th as well as a portion of the adjacent alley way. It will be in support of the new courthouse, which is currently in design and planning. This will allow a contiguous site for construction of the courthouse and improvements for parking and other utilities

Mr. Murphy stated that the County will be taking access to the garage that will go over to Byers. There will be a cross access underneath that alleyway to get into the garage. That is why that portion of the alley is important. The placement of the Courthouse is such that the southern half of Pearl Ave would be interfering with the Courthouse and the new entry drive coming into the public parking will be 6th Street. From Byers will be the entrance to the basement garage under the courthouse.

PUBLIC COMMENT;
Darius Adams, Western District Commissioner for Jasper County and Commissioner that is involved in this project. It is going to be a beautiful building when complete. After the discussion you can see why it is imperative that we have the vacation. As far as the parking in the corner, it will not be all parking, there will be some green space there too.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:

Planning & Zoning Commission recommends approval of Case 018-20 (7 in Favor, 0 Nays.)
Staff recommends approval.

ATTACHMENTS

CB 2020- 262, Staff Planning Report, P&Z Commission Minutes, and Pearl Ave. Traffic Study.

TREANORHL

18 February 2020

Mr. Dakota Rusk
Joplin City Hall
602 Main Street
Joplin, MO 64801

Re: Jasper County Courthouse, Pearl Avenue and Meridian Alley right-of-way vacation traffic analysis.
Project No. JS0814.1901

Dear Mr. Rusk:

On behalf of our Client, Jasper County, Missouri, we, TreanorHL, Inc., respectfully submit this documentation in response to the traffic analysis request received 7 February 2020, after the submittal of the County's request for vacation of Pearl Street from 6th to 7th Street as well as a portion of Meridian Alley just north of 7th Street.

The vacation of right-of-way in this area as noted above is for the construction of a new Jasper County Courthouse to be sited along the northern side of 7th Street between Meridian and Mineral Alleys. All vehicular site access for the facility will be via 6th Street and the former Pearl Street intersection. A secondary access drive from Byers to Meridian Alley will also be constructed for Sheriff's Office use as well as limited overflow parking. All on-site parking will be north of the new building with staff parking to the west and visitor parking to the east. Visitors to the Courthouse must enter through the security check area on the northeast corner of the building adjacent to the main building plaza.

Per the City's request, a vehicular traffic analysis is included below, and in the attached calculations, for the new Jasper County Courthouse, in the downtown district of Joplin, Missouri. The project site is bound on the north by 6th Street, the south by 7th Street, to the east by Mineral Alley, and the west by Byers Avenue. The analysis includes several existing uses that have direct access to the Pearl Street right-of-way, including: Church (historical use; more recent- office/storage), Law Office, Jasper County Courts Building, and an Office building. Other uses shown in the calculations have access to Meridian Alley, located between Byers Avenue and Pearl Avenue, including: (2) single-family residences, and a used car sales lot.

Based upon the use changes occurring with the project, and the 10th Edition of the Trip Generation Manual, as prepared by the Institute of Transportation Engineers, we submit the following information for review:

The proposed weekday morning peak hour trips versus existing/recent uses are estimated to increase by 81 trips, weekday afternoon trips are estimated to increase by 64 trips.

The proposed weekend morning and afternoon peak hour trips versus existing/recent uses are estimated to decrease from 43 and 18 trips respectively, to 0.

Based upon this analysis, the weekday total AM and PM peak hours increase an estimated 145 total trips. The weekend total AM and PM peak hour trips decrease by an estimated 61 trips.

In addition to this trip information, some additional information was requested. A response to each of these items is as follows:



a. *What are the effects of the increase of traffic moving to neighboring streets such as Wall Ave. and Byers Ave.?*
RESPONSE: Wall Avenue is classified as a Minor Arterial street, per the adopted JATSO 2036 Metropolitan Transportation Plan, and is a two-lane north-bound street operating in conjunction with Joplin Avenue to the east, which is also classified as a Minor Arterial street, and is a two-lane south-bound street. Byers Avenue is classified as a local street per the adopted JATSO 2036 Metropolitan Transportation Plan. Given the downtown grid system north of the site will remain unchanged and in-place, and access into the site from the north, we do not expect adverse efforts on the adjacent streets. The overall square footage of buildings within the impacted area will decrease and trips are estimated to create only a slight morning and afternoon peak hour increase.

b. *Will the signal at 7th St. & Pearl Ave. still be warranted once Pearl Ave. has been vacated?*
RESPONSE: The traffic signal on the south side of the 7th Street and Pearl Avenue intersection will no longer be needed for southbound traffic, once construction begins for the new Courthouse. The remaining signals at 7th & Pearl can remain in-place to provide controlled access to 7th Street for northbound traffic, as well as controlled access southbound onto Pearl Avenue.

c. *Should the signal at 7th St. & Pearl Ave. be moved to Byers Ave. or further West?*
RESPONSE: In follow-up discussions with MoDOT, as 7th Street is state jurisdiction, a past signal study for this area is not available; however, future improvements to the intersection at 7th and Wall Avenue are under consideration. These improvements may include a left turn lane at Wall for east bound traffic; however, a final plan is not been confirmed at this time.

d. *Will there be a need for pedestrian signals at Pearl Ave. and 7th St. due to an increase in foot traffic after the courthouse has been completed.*
RESPONSE: We do not foresee any additional pedestrian traffic generated by the Courthouse on the south side of the project site, given all public and staff parking for the facility will be to the north. Some additional pedestrian access from the east may result with the completion of the Arts Center, as additional public parking would be located at this site. Pedestrian signals are currently in-place at Wall Avenue and 7th Street, in the event that the project parking is used as overflow for the new Art Center.

If additional traffic analysis above the information presented herein is required, please contact us so that we schedule a time for a follow-up call to review.

Thank you for your expeditious review of this submittal. Any questions, please advise via voice or e-mail: 785.727.2407 (direct dial) or mmurphy@treanorHL.com.

Respectfully,
TreanorHL, INC.

Matthew L. Murphy, PE
PRINCIPAL

Enclosures
Cc: Eric Theis, Jasper County

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JASPER COUNTY COURTHOUSE
TRAFFIC COUNTS

Traffic estimation for existing and historical uses on Pearl Avenue between 6th and 7th Streets

Existing/historical Uses	Address	ITE Use classification	Building Gross Floor Area (s.f.)	Weekday AM peak hour trips	Weekday PM peak hour trips	Weekend AM peak hour trips	Weekend PM peak hour trips
Church	633 Pearl Ave.	Church (560)	49,900	32	40	1379	499
Edwards Law Office	606 Pearl Ave.	General Office Building (710)	15,000	22	21	33	8
Jasper County Courts Building	601 Pearl Ave.	Government Office Building (730)	38,400	142	122	n/a	n/a
Office Building	602 Pearl Ave.	Single Tennant Office Bldg (715)	3,720	7	6	n/a	n/a
		Total	107,020	203	190	1,412	506

Traffic estimation for existing and recent uses on Pearl Avenue between 6th and 7th Streets

Existing/recent Uses	Address	ITE Use classification	Building Gross Floor Area (s.f.)	Weekday AM peak hour trips	Weekday PM peak hour trips	Weekend AM peak hour trips	Weekend PM peak hour trips
Jasper County Offices (in former Church)	633 Pearl Ave.	Government Office Building (730)	17,800	66	57	n/a	n/a
Jasper County Storage (in former Church)		Mini-Warehouse (151)	32,100	3	5	10	10
Edwards Law Office	606 Pearl Ave.	General Office Building (710)	15,000	22	21	33	8
Jasper County Courts Building	601 Pearl Ave.	Government Office Building (730)	38,400	142	122	n/a	n/a
Office Building	602 Pearl Ave.	Single Tennant Office Bldg (715)	3,720	7	6	n/a	n/a
		Total	107,020	239	212	43	18

Traffic estimation for new Courthouse

Proposed Use	Address	ITE Use classification	Building Gross Floor Area (s.f.)	Weekday AM peak hour trips	Weekday PM peak hour trips	Weekend AM peak hour trips	Weekend PM peak hour trips
Courthouse	TBD	Government Office Building (730)	86,700	320	277	n/a	n/a
		Total	86,700	320	277		
		Trip difference vs. historical/existing uses		117	86	-1,336	-481
		Trip difference vs. recent/existing uses		81	64	-43	-18

COUNCIL BILL NO. 2020-262 ORDINANCE NO.

AN ORDINANCE providing the vacation for a public street located Pearl Ave. right-of-way lying North of W. 7th St. and South of W 6th St. in the City of Joplin, Jasper County, Missouri. Requested by Jasper County. (P & Z Recommended Approval)

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

Section 1. That part of a public street right-of-way being located Pearl Ave. street right-of-way lying North of W. 7th St. and South of W 6th St. in the City of Joplin, Jasper County, Missouri, described as follows, is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

Beginning at the intersection of the South right-of-way line of Sixth Street with the West right-of-way line of Pearl Avenue, said point also being the Northeast Corner of Lot 94, Pitcher's Addition; Thence easterly along said South right-of-way line of Sixth Street, 60.00 feet to the intersection of said South right-of-way line of Sixth Street with the East right-of-way line of Pearl Avenue, said point also being the Northwest Corner of lot 75, Pitcher's Addition; Thence southerly along said East right-of-way line of Pearl Avenue, 450.00 feet; Thence westerly, perpendicular to the last described course, 60.00 feet, to a point on the West right-of-way line of Pearl Avenue; Thence northerly along said West right-of-way of Pearl Avenue, 450.00 feet to the point of beginning, and that part of an existing alley right-of-way situated in the Southeast Quarter of Section 3, Township 27 North, Range 33 West of the fifth principal meridian in the City of Joplin, Jasper County, Missouri, being more particularly described as follows: Beginning at a point on the North right-of-way line of Seventh Street, as presently established, said point also being the Southeast Corner of Lot 80, J.B. Seargent's 2nd Addition; Thence northerly along the West right-of-way line of said alley, 170.00 feet to the Northeast corner of lot 78, J.B. Seargent's Addition; Thence easterly, perpendicular to the last described course, 20.00 feet to a point on the easterly right-of-way line of said alley, said point also being the Northwest Corner of Lot 88, Pitcher's Addition; Thence southerly along said East right-of-way line, 170.00 feet to a point on the North right-of-way line of Seventh Street, said point also being the Southwest Corner of Lot 85, Pitcher's Addition; Thence westerly along saith North right-of-way line of Seventh Street, 20.00 feet to the point of beginning, more generally described as Pearl Ave. street right-of-way lying North of W. 7th St. and South of W 6th St. and the southern 170 feet of Meridian Alley.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain and repair any such installations now on the vacated portion of said street and shall be subject to the rights of the city of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CB 2020-263

Case 019-20: Street Vacation – A request to vacate Sergeant Ave. street right-of-way lying South of W. 24th St. and North of W. 25th St. – Joplin Redevelopment Corporation

Keegan Stanton, 602 S. Main Street, Joplin, MO. This case, we are changing our recommendation to strike from the agenda. We did find a discrepancy in the legal description. We can not have this case move forward with the discrepancy.

Mr. Ramsour asked there were any questions from the Commissioners? There were not. Mr. Ramsour asked if anyone else would like to speak in favor of this case? There were not. Mr. Ramsour asked if there were anyone that would like to speak in opposition to this case?

John Yuhas and Charles Sherrod, they own the property located at 2401 Jackson, which is adjacent to the JRC Property. Our opposition is that last year the City Attorney, Peter Edwards, contacted us about a joint proposal between us and the JRC. We have expressed an interest in the property for purchase. Left it at the City would get back to us when the property went up for sale. No one ever got back with us. There were stakes on the JRC property. They notified the City Attorney's office and they were told that lot had been sold. The Attorneys office stated they sent a letter to them for notification. What was discussed today with Mr. Troy Bolander was that the vacation abuts against our property line. We are still opposed to the vacation because we didn't get the opportunity to purchase the property. Peter Edwards won't return our calls.

Mr. Sherrod stated that he spoke to Peter Edwards in November, when he proposed joint marketing the property. I did tell him that we would be interested in purchasing it.

Mr. Ramsour wanted to know which property they own. Mr. Stanton showed on the map which property was theirs. Mr. Ramsour asked if Commissioners have any questions? There were not. Mr. Ramsour asked if anyone else would like to speak in opposition of this case? There were not.

MR. EASTMAN MOVED, SECONDED BY MR. DERMOTT, CASE 019-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION TO STRIKE FROM THE AGENDA. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. KOELKEBECK, MRS. BRUCKNER-SEARS (CALL IN), MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: May 11, 2020
City Council Meeting: June 1, 2020

STAFF PLANNING REPORT
Vacation

CASE 019-20 A request to vacate Sergeant Ave. street right-of-way lying South of W. 24th St. and North of W. 25th St.

APPLICANT City of Joplin

REPRESENTATIVE Keegan Stanton

LOCATION South of W. 24th St. and North of W. 25th St.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 200' x 30'

REASON FOR VACATION

This portion of Sergeant Ave. has not been a thru street or alley for at least 10 years, but likely longer. The buyer of this property is wanting to vacate in order to increase his total acreage in order to fit more units on the property.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are currently in the Right-of-Way. Rerouting of utilities is not required to maintain current services to adjoining properties. A savings clause will be provided in the ordinance.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

Prior to the tornado, this right-of-way was terminated in a cul-de-sac that serviced the apartment complex to the East. Upon rebuilding of those apartments, the cul-de-sac as well as the East half of the street right-of-way was vacated as the site was redesigned. The right-of-way that is left is not currently used for access or a thru street or alley.

The connectivity in this part of Joplin is very good. There are multiple routes to take through this area, and the loss of right-of-way here would not burden traffic flow through this area. The City does not have any plans to rebuild Sergeant Ave. through from 24th to 25th Street.

Staff recommends approval of Case 019-20 with a savings clause to allow for utilities to access and maintain their infrastructure.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 019-20
Filing Fee: $550.00
Date Advertised: 4-26-20
Date Notices Sent 4-27-20
Public Hearing Date: 5-11-20

I. Applicant Name: City of Joplin Phone: 417-624-0820 x 511

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

Address: 602 S. Main St. Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ~~X~~ ← No

Alley Vacation_____

Utility Vacation_____

Other (Please specify) Right-of-Way

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

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

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

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

IV. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

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

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

4. Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Kenny Kenworthy	kk7429@att.com	417-625-8092
Missouri American Water	Andrew Holderness	andrew.holderness@amwater.com	417-623-0676 x1009
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)*	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)*	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x531

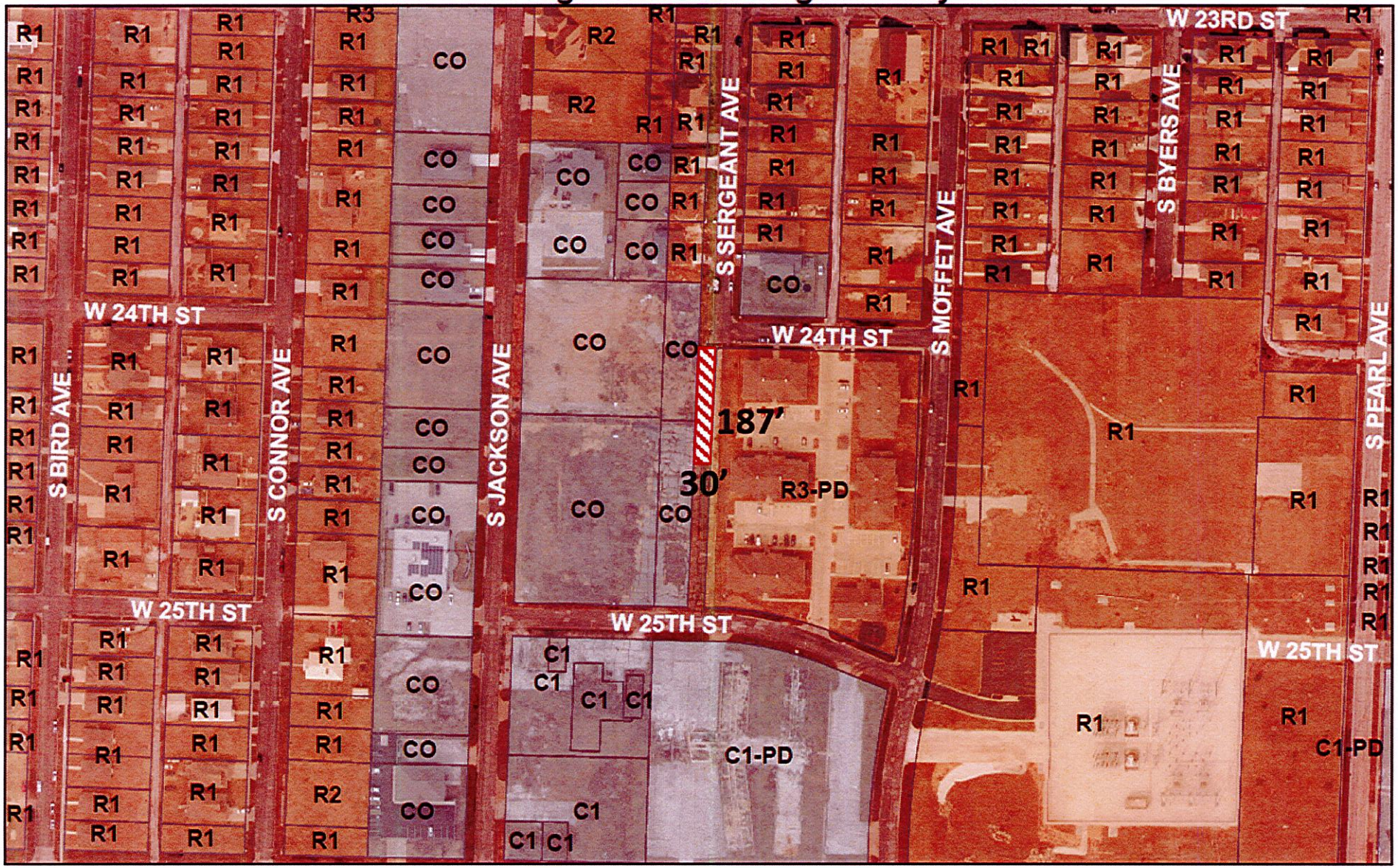
*Must contact BOTH contacts at Spire Energy.

Signature

5/7/2020

Date

Case 019-20: Sergeant Avenue Right-of-Way Vacation



Case 019-20: Street Vacation – A request to vacate Sergeant Ave. street right-of-way lying South of W. 24th St. and North of W. 25th St. – Joplin Redevelopment Corporation

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-263-Street Vacation

MEETING DATE:
June 1, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 019-20: Street Vacation – A request to vacate Sergeant Ave. street right-of-way lying South of W. 24th St. and North of W. 25th St. – Joplin Redevelopment Corporation.

BACKGROUND:
Prior to the tornado, this right-of-way was terminated in a cul-de-sac that serviced the apartment complex to the East. Upon rebuilding of those apartments, the cul-de-sac as well as the East half of the street right-of-way was vacated as the site was redesigned. The right-of-way that is left is not currently used for access or a thru street or alley.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO. This case, we are changing our recommendation to strike from the agenda. We did find a discrepancy in the legal description. We cannot have this case move forward with the discrepancy

PUBLIC COMMENT;
John Yuhas and Charles Sherrod, they own the property located at 2401 Jackson, which is adjacent to the JRC Property. Our opposition is that last year the City Attorney, Peter Edwards, contacted us about a joint proposal between us and the JRC.

Mr. Sherrod stated that he spoke to Peter Edwards in November, when he proposed joint marketing the property. I did tell him that we would be interested in purchasing it.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommends to strike from agenda (7 in Favor, 0 Nays).
Staff recommends to strike from agenda Case 019-20.

ATTACHMENTS
CB 2020- 263, Staff Planning Report, P&Z Commission Minutes

P & Z Case
Joplin Redevelopment Corporation
(P & Z Recommendation to Strike)

COUNCIL BILL NO. 2020- 263 ORDINANCE NO.

AN ORDINANCE providing the vacation for an easement located Sergeant Ave. street right-of-way lying South of W. 24th St. and North of W. 25th St. in the City of Joplin, Jasper County, Missouri.

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

Section 1. That part of a public street right-of-way being located approximately Sergeant Ave. street right-of-way lying South of W. 24th St. and North of W. 25th St. in the City of Joplin, Jasper County, Missouri. described as follows and hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

All of the West one-half (W1/2) of Sergeant Avenue lying South of the south right-of-way line of 24th Street, if produced, in McAlisters Addition to the City of Joplin, Jasper County, Missouri, according to the plat thereof, and, lying North of the north line of vacated Sergeant Avenue, in Prehm Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, said vacation described in City of Joplin Ordinance No. 25102, and recorded in Book 1955 at Page 0129 in the office of the Jasper County Recorder

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain and repair any such installations now on the vacated portion of said street and shall be subject to the rights of the city of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2020-264

Case 020-20 Easement Vacation – A request to vacate a stormwater easement lying approximately 500' South of the intersection of E 26th St. and S Irwin Ave. – Jasper Products

John Bolte, Small Arrow Engineering, 216 S. Main Street, Joplin, MO. Working with Jasper Products to relocate a blue line stream currently runs thru the drainage easement. We're looking at a new warehouse addition in that parcel. To the south there is an existing building which will intersect with and trim off the "L" on the current drainage easement. Basically, vacating this one and the rededicating new ones along the left side. The southern portion will be rededicated further to the south.

Mr. Eastman asked if Jasper Products was planning on expanding?

Mr. Bolte stated they were. The current building is at the north end of the lot. We are going to connect to the north building with wrapping around Hampshire building.

Mr. Ramsour asked if the Commissioners have any questions? There was not. Mr. Ramsour asked if there was anyone that would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone that would like to speak in opposition to this case? There was not.

MRS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH, CASE 020-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. KOELKEBECK, MRS. BRUCKNER-SEARS (CALL IN), MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (7 IN FAVOR, 0 NAYS).

Z&P Meeting: May 11, 2020
City Council Meeting: June 1, 2020

STAFF PLANNING REPORT
Vacation

CASE 020-20 A request to vacate a storm water easement 500 feet South of the intersection of E 26th St. and S Irwin Ave.

APPLICANT Jasper Products

REPRESENTATIVE Jasper Products

LOCATION 1000 feet East of the intersection of E 26th St. and S Irwin Ave.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Storm water Easement	Approximately 80' x 400'

REASON FOR VACATION

The applicant is planning on expanding their facility and are wanting to use some of the land currently in the stormwater easement.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

There are currently no utilities in the easement, only a storm water ditch system.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

The applicant is planning on expanding their facility and the proposed expansion will encroach into this existing storm water easement. The applicant will be dedicating a new easement that allows for both the expanded facility as well as a realigned storm water system.

Staff recommends approval of Case 020-20

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 020-20
Filing Fee: $500.00
Date Advertised: 4-26-20
Date Notices Sent 4-27-20
Public Hearing Date: 5-11-20

I. Applicant Name: Jasper Products, LLC Phone: (417) 206-3877

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

Address: 3877 E. 27th Street Zip: 64804

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility vacation_____

Other (Please specify) Storm Water Easement

III. Legal Description of area requested to be vacated: All of the West 80 feet and all of the South 80 feet of the West 400 feet of a Tract of Land in the North Half of the Southeast Quarter of Section 15, Township 27 North, Range 32 West in Jasper County, Missouri.

(Easement is Recorded in Book 2300 Page 0175 and Parent Tract is Recorded in Book 2213 Page 0683 in the Jasper County Recorders Office in Carthage, Missouri)

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

1. Private rights will not be injured or endangered by the vacation. A new storm water easement is to be recorded over the relocated alignment of the "Blue-line" Stream.

2. The vacation will not cause the public to suffer a loss or inconvenience. The existing "Blue-line" stream is being relocated as per the requirements of the ACOE (Army Corps of Engineers) permit.

3. In justice to the applicant(s) the vacation should be granted. The stream alignment will continue to use the western portion of the present drainage easement, and a new portion on the southern leg.

V. Required Attachments:

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

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

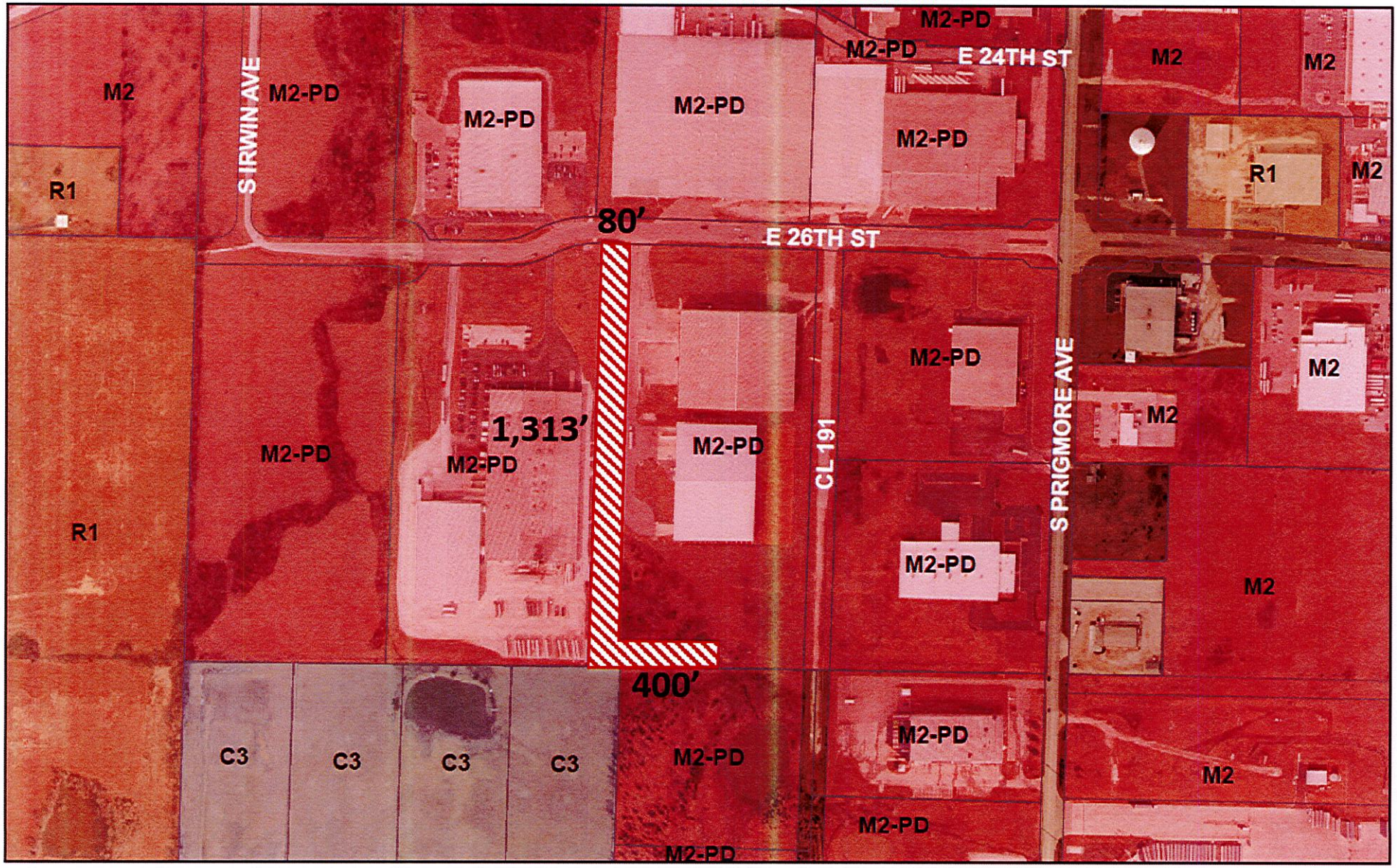
3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation before the Public Hearing can take place.

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

By:

John H. Bolte, P.E.
Project Engineer
Small Arrow Engineering, LLC
(417) 624-2333

Case 020-20 Easement Vacation



Easement Vacation – A request to vacate a stormwater easement lying approximately 1000' East of the intersection of E. 26th St. and S. Irwin Ave. – Jasper Products

0 125 250 500 750 1,000 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-264-Easement Vacation

MEETING DATE:
June 1, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services.

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

SUMMARY REQUEST:
Case 020-20 Easement Vacation – A request to vacate a stormwater easement lying approximately 500' South of the intersection of E 26th St. and S Irwin Ave. – Jasper Products

BACKGROUND:
The applicant is planning on expanding their facility and the proposed expansion will encroach into this existing storm water easement. The applicant will be dedicating a new easement that allows for both the expanded facility as well as a realigned storm water system.

PLANNING & ZONING COMMISSION TESTIMONY:
John Bolte, Small Arrow Engineering, 216 S. Main Street, Joplin, MO. Working with Jasper Products to relocate a blue line stream currently runs thru the drainage easement. We're looking at a new warehouse addition in that parcel. To the south there is an existing building which will intersect with and trim off the "L" on the current drainage easement. Basically, vacating this one and the rededicating new ones along the left side. The southern portion will be rededicated further to the south. Jasper Products was planning on expanding and the current building is at the north end of the lot. We are going to connect to the north building with wrapping around Hampshire building.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:
Planning & Zoning Commission recommends approval, 7 in favor, 0 Nays.
Staff recommends approval of Case 020-20.

ATTACHMENTS
CB 2020-264, Staff Planning Report, P&Z Commission Minutes

P & Z Case 020-20
Jasper Products
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-264 ORDINANCE NO.

AN ORDINANCE providing to vacate an easement approximately 1000 feet East of the intersection of E 26th St. and S Irwin Ave in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of approximately 500 feet South of the intersection of E 26th St. and S Irwin Ave in the City of Joplin, Jasper County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> All of the West 80 feet and all of the South 80 feet of the West 400 feet of a tract of land in the North half of the Southeast Quarter of Section 15, Township 27 North, Range 32 West in Jasper County Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
MAY 18, 2020
MEETING MINUTES

CALL TO ORDER

The May 18, 2020 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

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

PRESENTATIONS

Motion by Mr. Monteleone, second by Mr. Stanley to move the ceremonial presentation of Resolution No. 2020-009 to this portion of the agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

Mr. Monteleone read Resolution No. 2020-009. Mayor Shaw presented each education representative with a ceremonial copy of Resolution No. 2020-009. Receiving a resolution were Dr. Emily Yoakum, Principal of McAuley Catholic High School; Dr. Brad Hodson, Executive Vice President of MSSU; Dr. Alan Marble, President of MSSU; Dr. Melinda Moss, Superintendent for Joplin School District; Dr. Laura Rosch, Campus Dean for KCU- Joplin; Penny Williams, Franklin Technology Center-Adult Education; Melissa Smith, Director of Advanced Training & Technology Center for Crowder College; and Laura McDonald, Head of Thomas Jefferson Independent Day School.

Michael Keenan with Cochran, Head and Vick, presented the FY 2019 Audit Report. The results were: No illegal acts came to the attention of the auditors as a result of performing their audit procedures; no new accounting policies were adopted during 2019 in the City's Financial Statements; no difficulties or disagreements with management; and the auditors had full access to books and records. Other management letter comments included suggestions for best practices and possible improvements in internal control of the audit concerning personnel files and future accounting pronouncements.

Lori Haun, Downtown Joplin Alliance Executive Director, presented the Downtown Joplin Branding Implementation Update. She stated the presentation is a result of the branding consultant, Ben Muldrow of Arnett Muldrow and Associates who visited Joplin in January. Mr. Muldrow was asked to create a brand for Downtown Joplin. Ms. Haun stated they were thrilled by the community's response and candidness with Mr. Muldrow's process.

CVB Director Patrick Tuttle followed up with a presentation on rebranding for the City of Joplin. He suggested we build upon the work already done by Downtown Joplin Alliance. Cities cannot be defined by a single image or logo. In general, a city can be defined by many attributes including,

but not limited to, history and important moments, geography, parks, quality of life culture, education facilities, tourism and Main Street or popular neighborhoods. Successful rebranding can communicate what makes a municipality unique and appealing through a combination of visuals and words. Mr. Tuttle presented the Next Steps for Rebranding, which include getting Council's approval to explore options; City of Joplin marketing efforts; COJ Department Use/Buy-In; Design & Cost; Implementation Plan; follow-up after 90 Days for Council's Consideration. Motion by Mr. Stanley, second by Mr. Lawson to direct the City Manager to have staff proceed with the Next Steps. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0.

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
Michael Hendrix discussed the Cruising Main Street Ordinance He asked if the city council would consider one of three proposed options in order to allow cruising on Main Street in certain areas. Option 1: eliminate the ordinance as it pertains to 10th and Main to 28th and Main Streets; Option 2: amend the ordinance to allow cruising up to 11:00 p.m., or option 3: give the organizers one Saturday a month where they are allowed to set up events, such as car shows, that would help bring the community together. Mr. Hendrix stated he and David Fort would organize the events. This would give South Main Street their version of Third Thursday. After discussion, the city council encouraged Mr. Hendrix to pursue this interest. They also suggested he get with the businesses in the area of interest and city staff to get their input and support and bring a plan back to the city council for consideration.

An additional request to address Council was submitted by Kevin Van Story, 1241 N. Business 49, Neosho. Mr. Van Story asked City Council to relax and remove all the restrictions on all the businesses in the community in order to move forward due to the amount of unemployed people in our area.

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

Public Hearing for Council Bill No. 2020-254

Mayor Shaw opened the Public Hearing.

Paul Desherlia, Belleville, IL, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

<u>COUNCIL BILL NO 2020-254</u>
Mr. Cortez introduced Council Bill No. 2020-254 - an ordinance approving the voluntary annexation by the City of Joplin, Missouri, located at 266 County Road 190, Joplin, Jasper County, Missouri. Motion by Cortez, second by Mr. Stanley to pass Council Bill No. 2020-254 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members:

Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-254**.

Public Hearing for Council Bill No. 2020-255

Mayor Shaw opened the Public Hearing

Paul Desherlia, Belleville, IL appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2020-255

Mr. Lawson introduced Council Bill No. 2020-255 - 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 M-2 property as described below and located 266 County Road 190, City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Dr. Reid Adams, to pass Council Bill No. 2020-255 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-255**

Public Hearing for Council Bill No. 2020-256

Mayor Shaw opened the Public Hearing

Gil Stevens, 23 Pheasant Run, Joplin, appeared in favor of this item.

No one appeared in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2020-256

Mr. Monteleone introduced Council Bill No. 2020-256 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1-PD and including in District C-3 property as described below and located 1502 Rangeline Rd., City of Joplin, Jasper County, Missouri. Motion by Mr. Monteleone, second by Mr. Brown, to pass Council Bill No. 2020-256 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, and Shaw, 7. Nays: 0. Abstention: Stanley, Stinnett, 2. The Council Bill was read as **Council Bill No. 2020-256**

Public Hearing for Council Bill No. 2020-257

Mayor Shaw opened the Public Hearing
Hina Anis, 4322 Blue Heron, Joplin, appeared in favor of this item.
No one appeared in opposition to this item.

The public hearing was closed.

COUNCIL BILL NO. 2020-257

Mr. Lawson introduced Council Bill No. 2020-257 - an ordinance amending Ordinance No. 2004-256, passed by the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located 2511 Murphy Ave., City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Dr. Reid Adams to pass Council Bill No. 2020-257 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-257**

Public Hearing for Council Bill No. 2020-258

Mayor Shaw opened the Public Hearing

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

The public hearing was closed.

COUNCIL BILL NO. 2020-258

Mr. Stanley introduced Council Bill No. 2020-258 - an ordinance providing the vacation for a public street located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. in the City of Joplin, Newton County, Missouri. Motion by Mr. Stanley, second by Mr. Cortez to pass Council Bill No. 2020-258 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-258**

Public Hearing for Council Bill No. 2020-284

Mayor Shaw opened the Public Hearing

Phong Nguyen, 2216 Pennsylvania, appeared in favor of this item.

No one appeared in opposition of this item.

The Public Hearing was closed.

COUINCIL BILL NO. 2020-284

Mr. Stinnett introduced Council Bill No. 2020-284 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2-PD and including in District R-3 property as described below and located 3110 E 13th St, City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Monteleone to pass Council Bill No. 2020-284 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-284**

CONSENT AGENDA

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

Minutes of the May 5, 2020 City Council meeting

RESOLUTIONS

RESOLUTION NO. 2020-007

Mr. Stanley introduced Resolution No. 2020-007- A RESOLUTION authorizing the filing of a Substantial Amendment to the Fiscal Year 2019 One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin. Motion by Mr. Stanley, second by Mr. Cortez to approve Resolution No. 2020-007. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. **Resolution No. 2020-007 was approved.**

RESOLUTION NO. 2020-008

Mr. Stanley introduced Resolution No. 2020-008 - a resolution adopting the Citizen Participation Plan 2020; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin. Motion by Mr. Stanley, second by Mr. Brown to approve Resolution No. 2020-008. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. **Resolution No. 2020-008 was approved**.

RESOLUTION NO. 2020-009

Mr. Cortez introduced Resolution No. 2020-009 - a resolution recognizing and honoring the graduating classes of 2020 from Joplin high schools, colleges, universities and training centers including Joplin High School, Franklin Technology Center, College Heights Christian School, McAuley Catholic High School, Thomas Jefferson Independent Day School, Home School Associations, Missouri Southern State University, Kansas City University, Ozark Christian College, Crowder College and Advanced Training Center. Motion by Mr. Cortez, second by Dr. Reid Adams to approve Resolution No. 2020-009. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Stinnett, 9. Nays: 0. **Resolution No. 2020-009 was approved.**

The City Council took a break from 8:00 -8:10 pm.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2020-128

Dr. Reid Adams introduced Council Bill No. 2020-128 - an ordinance approving a purchase order for Eight Hundred Twenty-Five Thousand One Hundred Fifty-Three and 00/100 Dollars($825,153.00) with Ace Pipe Cleaning, Inc., for the 2018 & 2019 Evaluation and Rehabilitation of Wastewater Collection System Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Lawson that Council Bill No. 2020-128 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-054**

COUNCIL BILL NO. 2020-129

Mr. Cortez introduced Council Bill No. 2020-129 - an ordinance approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy-Nine Thousand Five Hundred and 00/100 Dollars ($79,500.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the

same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Stanley that Council Bill No. 2020-129 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-055**

COUNCIL BILL NO. 2020-130

Mr. Lawson introduced Council Bill No. 2020-130 - an ordinance Authorizing the acceptance of a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") to help offset a decline in revenues arising from diminished airport operations and activities at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Stanley that Council Bill No. 2020-130 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-056**

COUNCIL BILL NO. 2020-131

Mr. Stinnett introduced Council Bill No. 2020-131 - an ordinance Authorizing the approval of the MoDOT Grant First Supplemental Agreement (Extension) for Air Service Promotion and Marketing at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Stinnett, second by Mr. Brown that Council Bill No. 2020-131 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-057**

COUNCIL BILL NO. 2020-132

Mr. Stinnett introduced Council Bill No. 2020-132- an ordinance authorizing the acceptance of an Airport Aid Agreement from the Missouri Highways and Transportation Commission (MoDOT) for the Relocation of the General Aviation Entrance Road at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2020-132 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-058**

COUNCIL BILL NO. 2020-133

Mr. Cortez introduced Council Bill No. 2020-133 - an ordinance authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Four Hundred Eighty Thousand and 00/100 Dollars ($480,000.00) for engineering services associated with the Turkey Creek Wastewater Treatment Facility Activated Sludge Facilities 2020 on behalf of the City of Joplin 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. Cortez, second by Mr. Stanley that Council Bill No. 2020-133 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-059**

COUNCIL BILL NO. 2020-134

Mr. Lawson introduced Council Bill No. 2020-134 - an ordinance authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Seventy Thousand and 00/100 Dollars ($70,000.00) for the Turkey Creek Wastewater Treatment Facility Trickling Filter Media Replacement on behalf of the City of Joplin 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. Lawson, second by Dr. Reid Adams that Council Bill No. 2020-134 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-060**

COUNCIL BILL NO. 2020-135

Mr. Stanley introduced Council Bill No. 2020-135- an ordinance authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc., for professional engineering consultation services not to exceed the amount of Eighty Thousand and 00/100 Dollars ($80,000.00) for the Turkey Creek Wastewater Treatment Facility UV Disinfection Equipment 2020 on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Monteleone that Council Bill No. 2020-135 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-061**

COUNCIL BILL NO. 2020-136

Mr. Stinnett introduced Council Bill No. 2020-136 – an ordinance approving the City of Joplin to enter into a construction agreement with JKS Concrete Inc., in the amount of Four Hundred Seventy-Eight Thousand Six Hundred Twenty-Three and 00/100 Dollars ($478,623.00) for construction of the 4th and Porter Culvert Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. Brown that Council Bill No. 2020-136 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-062**

COUNCIL BILL NO. 2020-137

Mr. Lawson introduced Council Bill No. 2020-137 - an ordinance approving Work Authorization AND-15th St. Ext.-002 with Anderson Engineering, Inc. in the not to exceed amount of One Hundred Twenty-Five Thousand and 00/100 dollars ($125,000.00) for professional engineering consultant services for the East 15th Street Extension project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Reid Adams that Council Bill No. 2020-137 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-063**

COUNCIL BILL NO. 2020 – 350

Mr. Stanley introduced Council Bill No. 2020-350 - an ordinance approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 720 S. Picher Ave. in the City of Joplin, Missouri, for Three

Thousand Seven Hundred and 00/100 Dollars ($3,700.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Cortez that Council Bill No. 2020-350 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-064**

COUNCIL BILL NO.2020-351

Mr. Brown introduced Council Bill No. 2020-351 - an ordinance approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 1404 W. 4th St. in the City of Joplin, Missouri, for Four Thousand Twenty-five and 00/100 Dollars ($ 4,025.00); 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. Cortez that Council Bill No. 2020-351 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-065**

COUNCIL BILL NO. 2020-352

Mr. Stanley introduced Council Bill No. 2020-352 - an ordinance approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 2425 Annie Baxter Ave. in the City of Joplin, Missouri, for Three Thousand Six Hundred One and 00/100 Dollars ($3,601.00.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Stinnett that Council Bill No. 2020-352 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-066**

COUNCIL BILL NO. 2020-353

Dr. Reid Adams introduced Council Bill No. 2020-353 - an ordinance approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 2027 S. Virginia Ave. in the City of Joplin, Missouri, for Three Thousand One Hundred Fifty and 00/100 Dollars ($ 3,150.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Lawson that Council Bill No. 2020-353 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean , Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-067**

COUNCIL BILL 2020-506

Mr. Cortez introduced Council Bill No. 2020-506 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2020-506 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2020-068**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2020-123

Mr. Stinnett introduced Council Bill No. 2020-123 - an ordinance approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Sixty Thousand And No/100 Dollars ($60,000.00) for the 20th and Malang Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. to pass Council Bill No. 2020-123 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2020-123**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

News from the Public Information Office

Candidates in the upcoming Joplin City Council election will be featured in a live Candidate Forum program airing at 6 p.m. Tuesday, May 26 on KGCS-TV. The forum will be held here in the Joplin City Council chambers. This forum will also be available for viewing live on the City's website. Citizens are welcome to attend the forum at City Hall, but due to social distancing requirements there will be a reduced number of seats available than during a normal Council meeting.

Judy Stiles, KGCS General Manager and host of the Newsmakers interview program, will serve as host. The eleven candidates will have an opportunity to address what they see as key issues facing the City of Joplin. In addition to airing live on KGCS-TV, the program will be rebroadcast later in the week on KGCS. The municipal election is being held on Tuesday; June 2 after the Missouri Secretary of State moved it from the original date of April 7 due to the coronavirus pandemic.

As Joplin residents begin warmer weather chores in their yards, the City's Stormwater Team reminds them to please mow the grass, so that cut grass is distributed upon their yard and not out into the street. Mowed grass, leaves & other yard debris accumulates at the road's stormwater drains, causing a hazardous clog to the stormwater system for Joplin roads.

City offices will be closed Monday, May 25 in observance of Memorial Day. Residential trash service will not occur on Monday so households will have their trash picked up one day later than their normal scheduled day. Monday's service will be picked up on Tuesday and the week concludes with Friday customers having trash service on Saturday, May 30.

Council Comments:

The city council members discussed a letter they received a letter from Mike Greninger asking the City to consider increasing the mileage restriction to 75-100 miles and in the near future possibly eliminate the restriction altogether. After the discussion Mr. Cortez made the motion not to increase the mileage restriction. Mr. Stanley seconded the motion. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Monteleone, Reid Adams, Shaw, and Stanley, 7. Nays: Lawson, Stinnett, 2.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2019, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Cortez, second by Mr. Lawson to go into closed session. Voting in favor were Council Members: Brown, Colbert-Kean, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Stinnett, 9. Nays: 0.

There being no further business, the meeting was adjourned at 9:39 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-123 Work Authorization for the 20th and Malang Lift Station Improvements Project

MEETING DATE
May 18, 2020

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2020-123 Ordinance; Work Authorization AMA-OC20-004; Exhibit Map

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

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the 20th and Malang Lift Station Improvements Project in the not to exceed amount of Sixty Thousand And 00/100 Dollars ($60,000.00).

BACKGROUND
The 20th and Malang lift station is the newest pump station within the City's system, completed in May of 2018 as part of a disaster-recovery grant from the Economic Development Administration (EDA). One of the conditions for appropriating EDA grant funds for the Wildwood Business Park was that there had to be firm commitments from private developers to build there. This limited the lift station's initial pumping capacity to handle the sanitary sewer flows generated from those development projects. Now that those projects have been realized, the remaining capacity of the lift station hinders further growth in the business park; the lift station needs to be upgraded to stimulate further development there.

In December of 2018, AMA outlined a tiered approach to meeting wastewater capacity needs at this lift station. This work authorization directs AMA to design improvements aimed at meeting the short-term wastewater pumping needs, namely, the installation of higher horsepower pumps, a flow equalization wet well, along with any associated upgrades to the lift station equipment. AMA was selected as the most qualified on-call consultant because of their familiarity with this lift station, as indicated within the 2020 Wastewater Facilities Plan. The consultant's fees are within industry standards for design and bidding. Public Works intends to provide construction inspection and administration.

FUNDING SOURCE
These payments are included in the FY 2019-2020 budget of the Wastewater fund.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E.	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: 20th and Malang Lift Station Improvements	

WORK AUTHORIZATION NUMBER AMA-OC-020-004
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-020-004 exceed the sum of Sixty Thousand Dollars ($60,000).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-020-004 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 20th and Malang Lift Station Improvements)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, property acquisition, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally near 20th Street and Malang Drive in Joplin, MO along the North side of the Wildwood Ranch Development on the West side of the City.

1.1.3.2 Design of improvements to the existing lift station consisting generally of submersible pump replacement, control panel and electrical modifications, construction of a new 10-foot diameter overflow storage basin and associated appurtenances will be part of the project.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the improvements to the existing lift station.

1.1.3.4 Resident Construction Representation Phase services for the completion of the lift station improvements. Services will be provided part time with an estimated construction duration of 3 months (up to 145 hours of inspection time).

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs.

1.2.3 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.4 Conduct research and investigation into existing utilities located within the project boundaries.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and

review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.14 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 8 months after the receipt of the Notice to Proceed. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 3-month construction time period. Right-of-Way/Easement Acquisition efforts, if determined necessary, shall begin immediately upon receipt of Notice To Proceed.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2020"; with a total compensation ceiling of $60,000, as set forth in Work Authorization Number AMA–OC-020-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task		Estimated Fee
Standard Project Engineering Services		
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.2 and 1.2)	$30,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$15,000	
Subtotal Standard Project Engineering Services		$45,000
Additional Project Engineering Services		
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)		$15,000
Total Estimated Maximum Fee – All Services		$60,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

RATE SCHEDULE

2020

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

LABOR RATES

HOURLY LABOR RATES

Classification	01/01/2020 thru 12/31/2020
Principal/Engineer V	$224
Principal/Engineer IV	$203
Principal/Engineer III	$187
Project Manager/Engineer II	$166
Project Manager/Engineer I	$151
Technician III/GIS Specialist	$137
Technician III	$116
Technician II	$104
Technician I	$98
Two-Man GPS Survey Crew	$192
One-Man GPS Survey Crew	$151
Three-Man Survey Crew	$209
Two-Man Survey Crew	$166
Registered Land Surveyor II	$177
Registered Land Surveyor I	$156
Survey Crew Member	$79
Right of Way Specialist	$121
Project Representative III	$116
Project Representative II	$104
Project Representative I	$96
Secretary/Assistant	$79
Print Specialist	$79

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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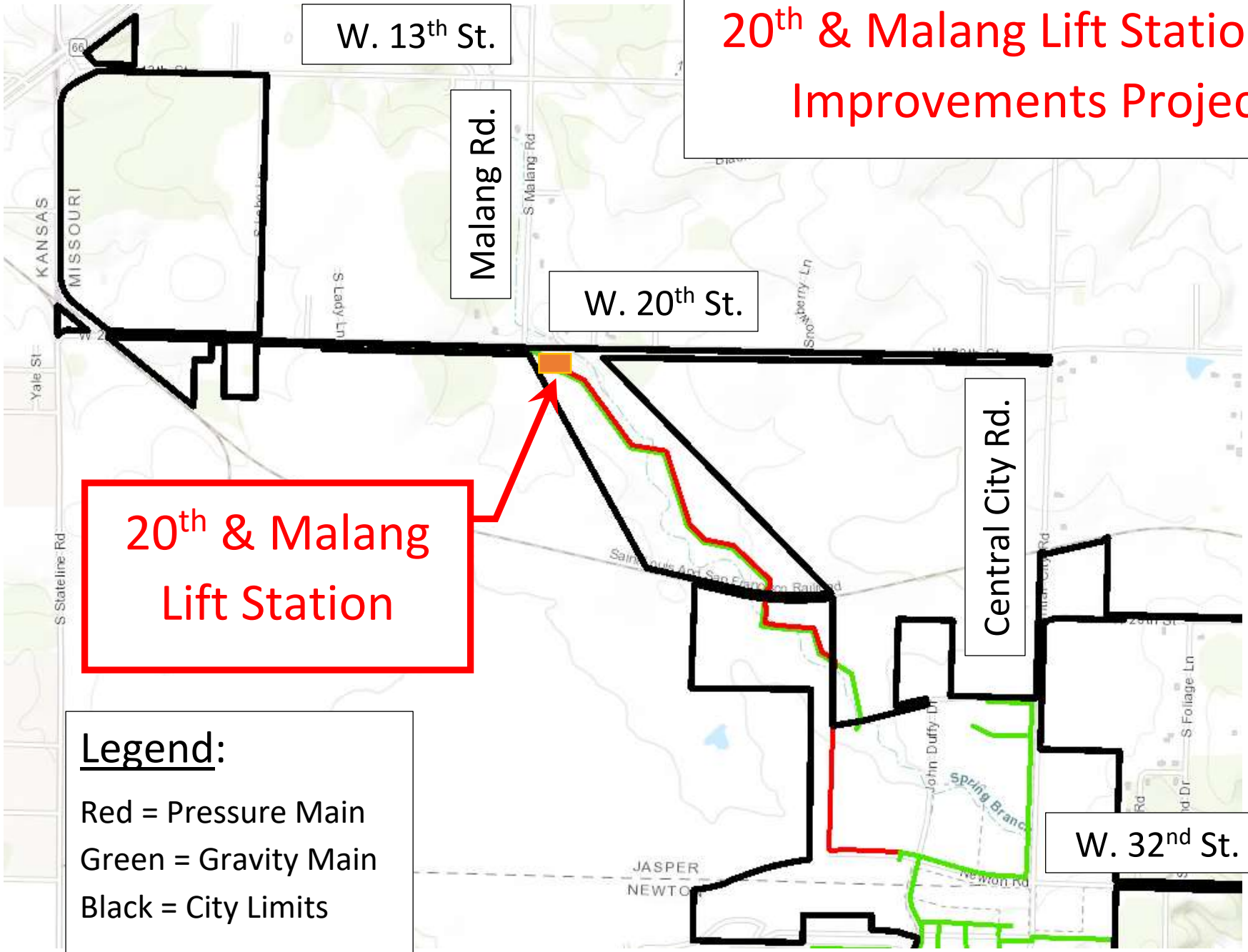
NON–LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

Exhibit Map:

20th & Malang Lift Station Improvements Project



COUNCIL BILL NO. 2020-123 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Sixty Thousand And 00/100 Dollars ($60,000.00) for the 20th and Malang Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin;

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Sixty Thousand And 00/100 Dollars ($60,000.00), a true and accurate copy of said work authorization 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 work authorization, or work authorization in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached work authorization, 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 Wastewater Funds.

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

_____, 2020 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2020-123

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-254 -Voluntary Annexation

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 010-20: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located at 266 County Road 190 – Blue Real Estate II

BACKGROUND:
Blue Real Estate II is requesting to voluntarily annex two tracts of approximately 2 acres of land containing one building known as Hogan Truck Leasing & Rental. The property is located within the Joplin Industrial Park.

This property shares a contiguous border with the city; no unincorporated areas separate this property from the City. In fact, the property is completely surrounded by the city.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main St., Joplin, MO. The applicant of Blue Real Estate II is based out of St. Louis, so they were unable to make todays meeting. They are the owners of the property which Hogan Truck Leasing and Rental is based on.

There are two parcels and they are wanting to bring both parcels into the City of Joplin. The parcels are in the Industrial Park on Prigmor Ave.

PUBLIC COMMENT; None.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:
Staff Recommends approval.
Planning & Zoning Commission recommends approval for Case 010-20, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
CB 2020-254, Staff Planning Report, P&Z Commission Minutes

CB 2020-254

Case 010-20: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located at 266 County Road 190 – Blue Real Estate II

Keegan Stanton, 602 S. Main St., Joplin, MO. The applicant of Blue Real Estate II is based out of St. Louis, so they were unable to make todays meeting. They are the owners of the property which Hogan Truck Leasing and Rental is based on. There are two parcels and they are wanting to bring both parcels into the City of Joplin. The parcels are in the Industrial Park on Prigmor Ave. They are completely surrounded by the city and they are requesting this for the sewer at city rates.

Mr. Ramsour asked if the Commissioners had any questions? They did not. Is there was anyone who would like to speak in favor to this case? There was not. Is there was anyone who would like to speak in opposition to this case? There was not.

MR. DERMOTT MOVED, SECONDED BY MR. EASTMAN, CASE 010-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Voluntary Annexation

CASE 010-20 A request to voluntarily annex property into the City of Joplin

LOCATION 266 County Road 190

APPLICANT Blue Real Estate II

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Truck Leasing	Approximately 2 acres

DISCUSSION

Blue Real Estate II is requesting to voluntarily annex two tracts of approximately 2 acres of land containing one building known as Hogan Truck Leasing & Rental. The property is located within the Joplin Industrial Park.

This property shares a contiguous border with the city; no unincorporated areas separate this property from the City. In fact, the property is completely surrounded by the city. This tract is already near city sewer and not within the 100-year floodplain. It is consistent with our future land use map, which indicates this area as industrial and manufacturing.

Staff recommends approval of Case 010-20.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Brian J. Hogan

Member - Authorized Rep.

STATE OF Missouri)
) ss:
COUNTY OF Saint Louis)

On this 27 day of JANUARY 2020, before me appeared BRIAN J. HOGAN, to me known to be the MEMBER, AUTHORIZED REPRESENTATIVE of BLVE REAL ESTATE II, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said MEMBER, AUTHORIZED REPRESENTATIVE acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

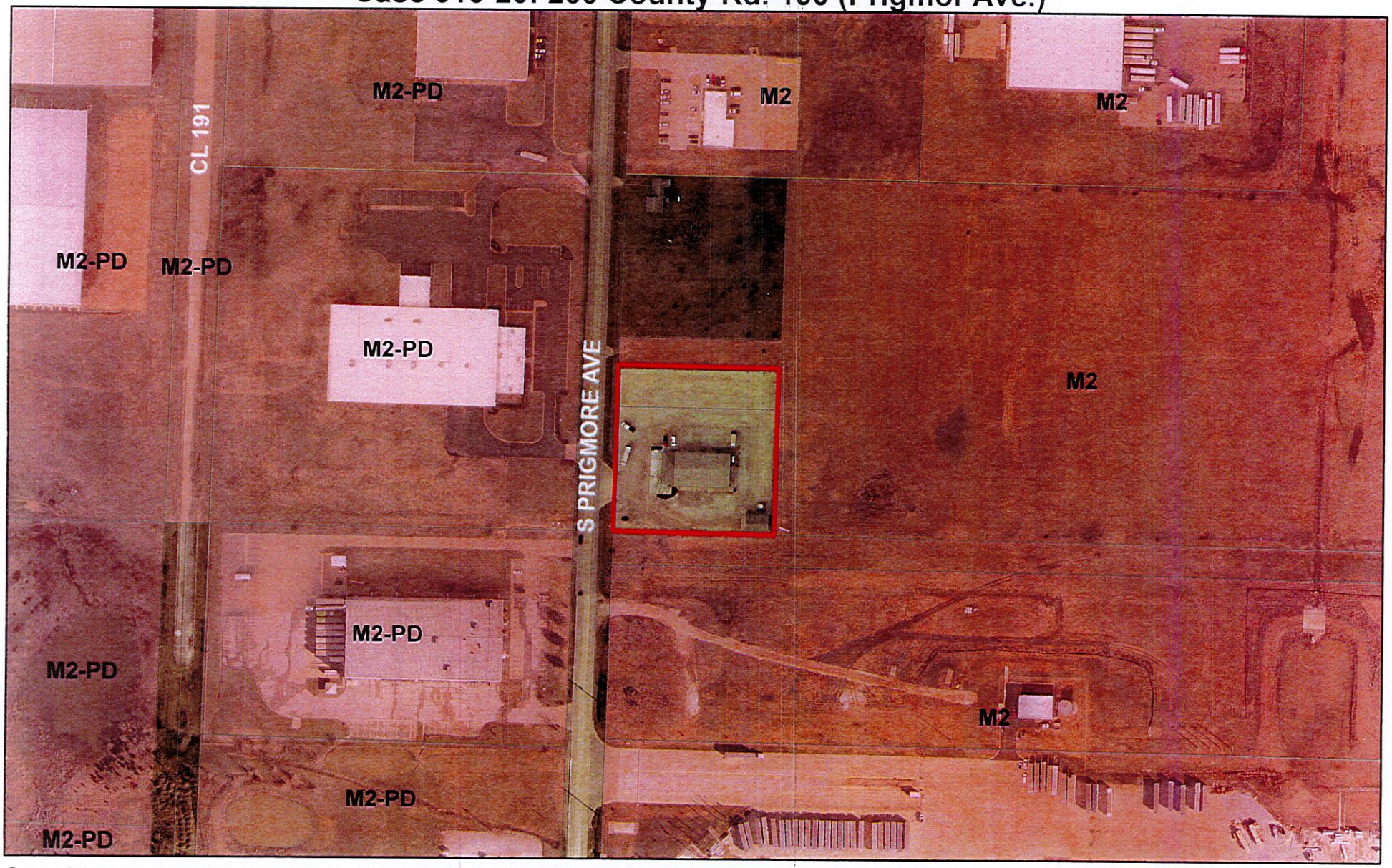
My commission expires: 6/23/2022.

Notary Public

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

MATTHEW J. HANFORD
My Commission Expires
June 23, 2022
St. Louis County
Commission #14437551

Case 010-20: 266 County Rd. 190 (Prigmor Ave.)



Case 010-20: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located at 266 County Road 190 – Blue Real Estate II

0 125 250 500 750 1,000 Feet

N

P & Z Case 010-20
Blue Real Estate II
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-254 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin, Missouri, located at 266 County Road 190, Joplin, Jasper County, Missouri.

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

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

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

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

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

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

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

As all of the South 225 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County Missouri, except the West 35 feet thereof and all of the South 300 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County, Missouri, except the South 225 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County, Missouri, as conveyed general warranty deed filed August 27, 1984 in book 1282 at Page 2488.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 21st

day of June 2020.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-255 - Rezone to M-2 (Heavy Industrial)

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 011-20: 266 County Road 190 – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for the purpose of truck leasing, rental, and repair. – Blue Real Estate II.

BACKGROUND:
To ensure the applicant has compatible zoning coming out of their annexation, the applicant is applying to rezone to M-2 Heavy Industrial. As is routine, the newly annexed property is defaulted to R-1 which is not appropriate in the Joplin Industrial Park. Given that the use, truck leasing, is more appropriate for the M-2 zoning district, as well as the nearby properties also zoned M-2.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main St., Joplin, MO. The default zone upon annexation is R-1 (Single-family Residential). This is within the Joplin Industrial Park we do want to rezone this right away. Staff Recommends approval.

Mr. Eastman wanted to know if they have the tract to the north?

Mr. Stanton stated they did not

PUBLIC COMMENT;
None.

FUNDING SOURCE;
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff Recommends approval.
Planning & Zoning Commission recommends approval for Case 011-20, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
CB 2020-255, Staff Planning Report, P&Z Commission Minutes

CB 2020-255

Case 011-20: 266 County Road 190 – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for the purpose of truck leasing, rental, and repair. – Blue Real Estate II

Keegan Stanton, 602 S. Main St., Joplin, MO. The default zone upon annexation is R-1 (Single-family Residential). This is within the Joplin Industrial Park we do want to rezone this right away. Staff Recommends approval.

Mr. Eastman wanted to know if they have the tract to the north?

Mr. Stanton stated they did not.

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

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MR. EASTMAN, CASE 011-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Rezoning

CASE 011-20 A request to rezone from R-1 (Single-family Residential) to M-2 (Heavy Industrial)

LOCATION 266 County Road 190

APPLICANT Blue Real Estate II

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Truck Leasing	2 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2-PD
Land Use	Vacant	Vacant	Pet Food Manufacturing	Leggett & Platt

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Prigmor Ave.	Local	70'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property is in an area designated as future industrial. It is also within the Joplin Industrial Park.

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

The current zoning of R-1, the default zoning of newly annexed property, is not at all consistent with nearby parcels. The parcel would not be suitable in this area, within and industrial park, zoned R-1.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to M-2 will not be detrimental to the nearby property. All of the area within the industrial park is already M-2, and this zoning is compatible with neighboring zones and uses.

DISCUSSION

To ensure the applicant has compatible zoning coming out of their annexation, the applicant is applying to rezone to M-2 Heavy Industrial. As is routine, the newly annexed property is defaulted to R-1 which is not appropriate in the Joplin Industrial Park. Given that the use, truck leasing, is more appropriate for the M-2 zoning district, as well as the nearby properties also zoned M-2, staff considers this request to be appropriate for this area.

Staff recommends approval of Case 011-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 1-27-20

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

For Office Use Only

Case No.: 20-011-20
Filing Fee: $500.00
Date Advertised: 2-23-20
Date Notices Sent 2-25-20
Public Hearing Date: 3-9-20

APPLICANT: BLUE REAL ESTATE II PHONE: 314-421-6000
ADDRESS: 2150 SCHUETZ RD SUITE 210 ST LOUIS MO ZIP: 63146

OWNER: BLUE REAL ESTATE II PHONE: 314-421-6000
ADDRESS: 2150 SCHUETZ RD SUITE 210 ST LOUIS MO ZIP: 63146

LOCATION/ADDRESS OF PROPERTY: 266 COUNTY RD 190 (PRYOR AVE)
JOPLIN MO 64804

Present Zoning B-1 Requested Zoning: M2 Acreage:
Present Use of Property: TRUCK LEASING, RENTAL, AND REPAIR

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	INDUSTRIAL	M2
South	INDUSTRIAL	M2
East	INDUSTRIAL	M2
West	INDUSTRIAL	M2

Character of the Neighborhood: INDUSTRIAL PARK

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
If yes, explain: VOLUNTARY ANNEXATION - NEEDS TO CHANGE FROM R1 TO M2

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Co Rd 190 (Bigmouth Rd)
2. Classification of Street(s):
   Arterial ✓ Collector _____ Local _____
3. Right-of-Way Width: 35 FT
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   Electricity? NO
   Gas? NO
   Sewers? NO
   Water? NO
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

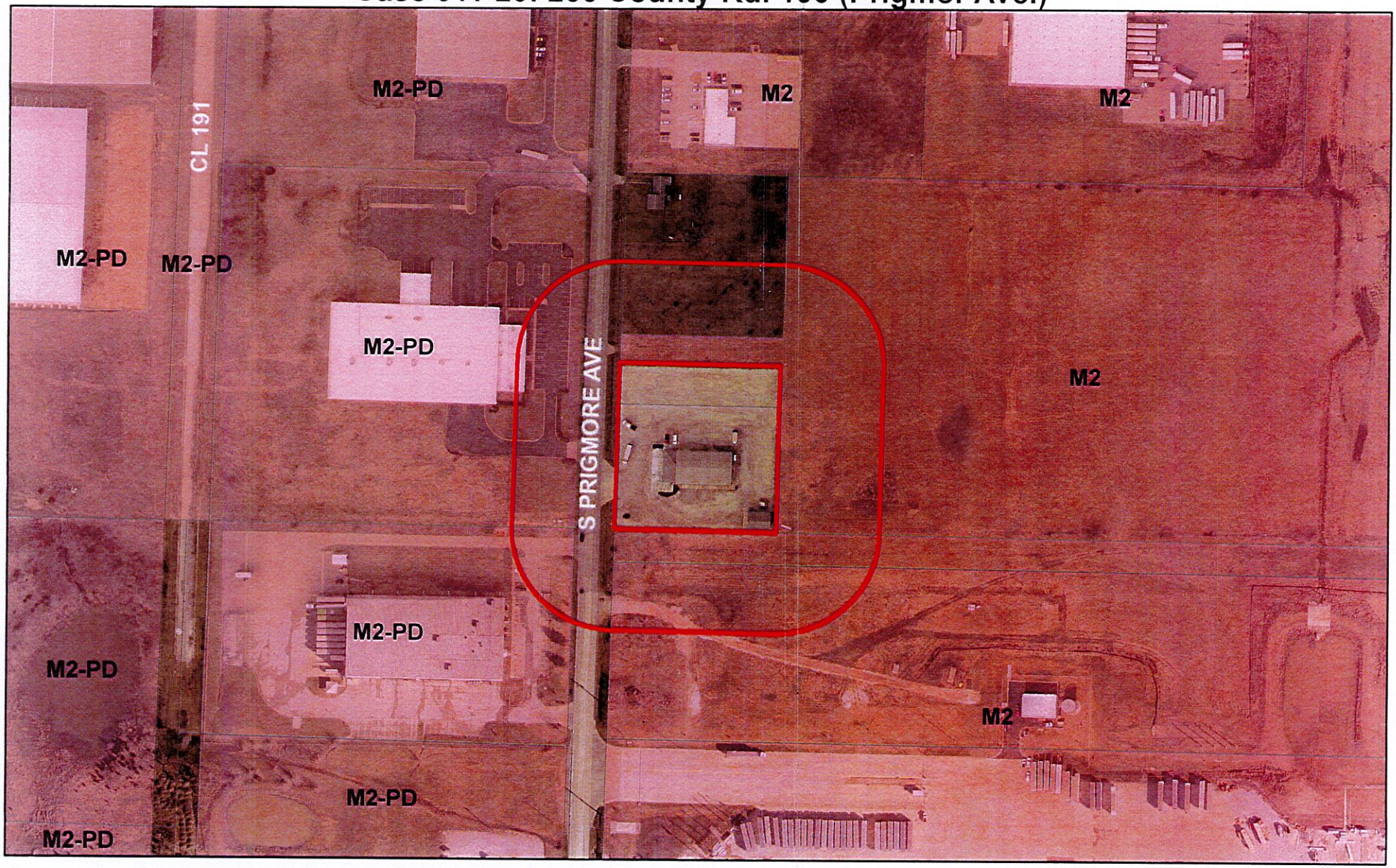
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Tom Boyer Tom Boyer DATE: 1-27-20

EMAIL: TBOYER@MOEPAN2.COM

TITLE: V.P. FACILITIES

Case 011-20: 266 County Rd. 190 (Prigmor Ave.)



Case 011-20: 266 County Road 190 – A request to remove from District R-1 (Single-family Residential) and include in District M-2 (Heavy Industrial) for the purpose of truck leasing, rental, and repair. – Blue Real Estate II

0 125 250 500 750 1,000 Feet

N

P & Z Case 011-20
Blue Real Estate II
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-255 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 M-2 property as described below and located 266 County Road 190, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District M-2:

> All of the South 225 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County Missouri, except the West 35 feet thereof and all of the South 300 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County, Missouri, except the South 225 feet of the West 320 feet of the South one-half of the Northwest Quarter of the Southwest Quarter of Section 14, Township 27, Range 32, Jasper County, Missouri, as conveyed general warranty deed filed August 27, 1984 in book 1282 at Page 2488, more generally described as 266 County Road 190.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-256-Rezone to C-3 (Commercial)

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 012-20: 1502 Rangeline Road - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of commercial development – Jimmer Pinjuv

BACKGROUND:
The change in zoning to C-3 will not be detrimental to most of the nearby property. The properties that front Rangeline will not be affected, as those zones are identical or already allow uses that C-3 allows.

The applicant is requesting the rezoning in order to allow for uses permitted in the C-3 District to operate on this property. Due to the property's location at the corner of Rangeline, an arterial street, and 15th St., a collector street, the C-3 District would not be inappropriate at this location. As with many other commercial corridors in town with residential behind, the buffer requirements in the zoning code would provide a transition from the commercial use to the residential.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Eastman and Mr. Dermott had to abstain themselves from Case 012-20.

Gil Stephens, 23 Pheasant Run, Joplin, MO, represent Mr. Pinjuv and the owner of the property. They have a real estate contract to purchase the property subject to zoning of C-3. Around perimeter of the property exception of the property to the west is all C-3. There will be a use for the property if it is zoned C-3.

Mr. Ramsour asked what the intention with the building that is there?

Mr. Stephens stated that it will be used. The building will not be demolished.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval.
Planning & Zoning Commission recommends approval for Case 012-20, 4 in favor, 2 Abstain, 1 Absent.

ATTACHMENTS
CB 2020-256, Staff Planning Report, P&Z Commission Minutes

CB 2020-256

Case 012-20: 1502 Rangeline Road - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of commercial development – Jimmer Pinjuv

Mr. Eastman and Mr. Dermott had to abstain themselves from Case 012-20.

Gil Stephens, 23 Pheasant Run, Joplin, MO, represent Mr. Pinjuv and the owner of the property. They have a real estate contract to purchase the property subject to zoning of C-3. Around perimeter of the property exception of the property to the west is all C-3. There will be a use for the property if it is zoned C-3.

Mr. Ramsour asked what the intention with the building that is there?

Mr. Stephens stated that it will be used. The building will not be demolished.

Mr. Ramsour asked the Commissioners if there were any other questions? There was not. Is there was anyone who would like to speak in favor to this case? There was not. He also asked if there was anyone to speak in opposition of this case? There was not.

MRS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH, CASE 012-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Rezoning

CASE 012-20 A request to rezone from C-1-PD (Neighborhood Commercial Planned Development) to C-3 (Commercial)

LOCATION 1502 Rangeline Rd.

APPLICANT Jimmer Pinjuv

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1-PD	Vacant (former Payless Shoes)	0.52 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3-PD	C-2-PD	C-3	R-1
Land Use	Casual Restaurant	Fuel Sales	Car Wash	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Rangeline Rd.	Arterial	100'
E 15th St.	Collector	80'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property is in an area designated as future retail commercial. The Multi-use Retail Development Standards for the South Rangeline Rd. corridor specify the design and development standards for future development.

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

The current zoning of C-1-PD does allow uses that would be appropriate in this location.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to most of the nearby property. The properties that front Rangeline will not be affected, as those zones are identical or already allow uses that C-3 allows. There would be a conflict with the neighboring residential use, however, the buffer requirements in the zoning code would require future development to provide for a buffer between the commercial use and the residential.

DISCUSSION

The applicant is requesting the rezoning in order to allow for uses permitted in the C-3 District to operate on this property. Due to the property's location at the corner of Rangeline, an arterial street, and 15th St., a collector street, the C-3 District would not be inappropriate at this location. As with many other commercial corridors in town with residential behind, the buffer requirements in the zoning code would provide a transition from the commercial use to the residential.

Staff recommends approval of Case 012-20.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 012-20
Filing Fee: $500.00
Date Advertised: 2-23-20
Date Notices Sent 2-25-20
Public Hearing Date: 3-9-20

APPLICANT: _____ PHONE: _____
ADDRESS: _____ ZIP: _____

OWNER: Edward Jones Trust Company Trustee of the John C Wiedle Trust PHONE: _____
ADDRESS: P.O. Box 66916 St. Louis, MO ZIP: 63166-6916

LOCATION/ADDRESS OF PROPERTY: 1502 Rangeline Road
Joplin, Missouri 64804

Present Zoning C1-PD Requested Zoning: C-3 Acreage: .49
Present Use of Property: Former Payless Shoe

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Chili's	C3-PD
South	Joplin Car Wash	C3
East	Kum + Go	C2-PD
West	Residence	R-1

Character of the Neighborhood: Property is located in commercial district along Rangeline Road.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No - Requested zoning change matches surrounding area and overall intent of commercial area
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: Surrounding commercial property is zoned C-3. Current property is zoned C-1 and will not support certain businesses allowed in direct neighboring properties.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: East 15th St & South Rangeline Rd.
2. Classification of Street(s):
   Arterial X Collector X Local _____
3. Right-of-Way Width: 80' + 100' Respectively
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

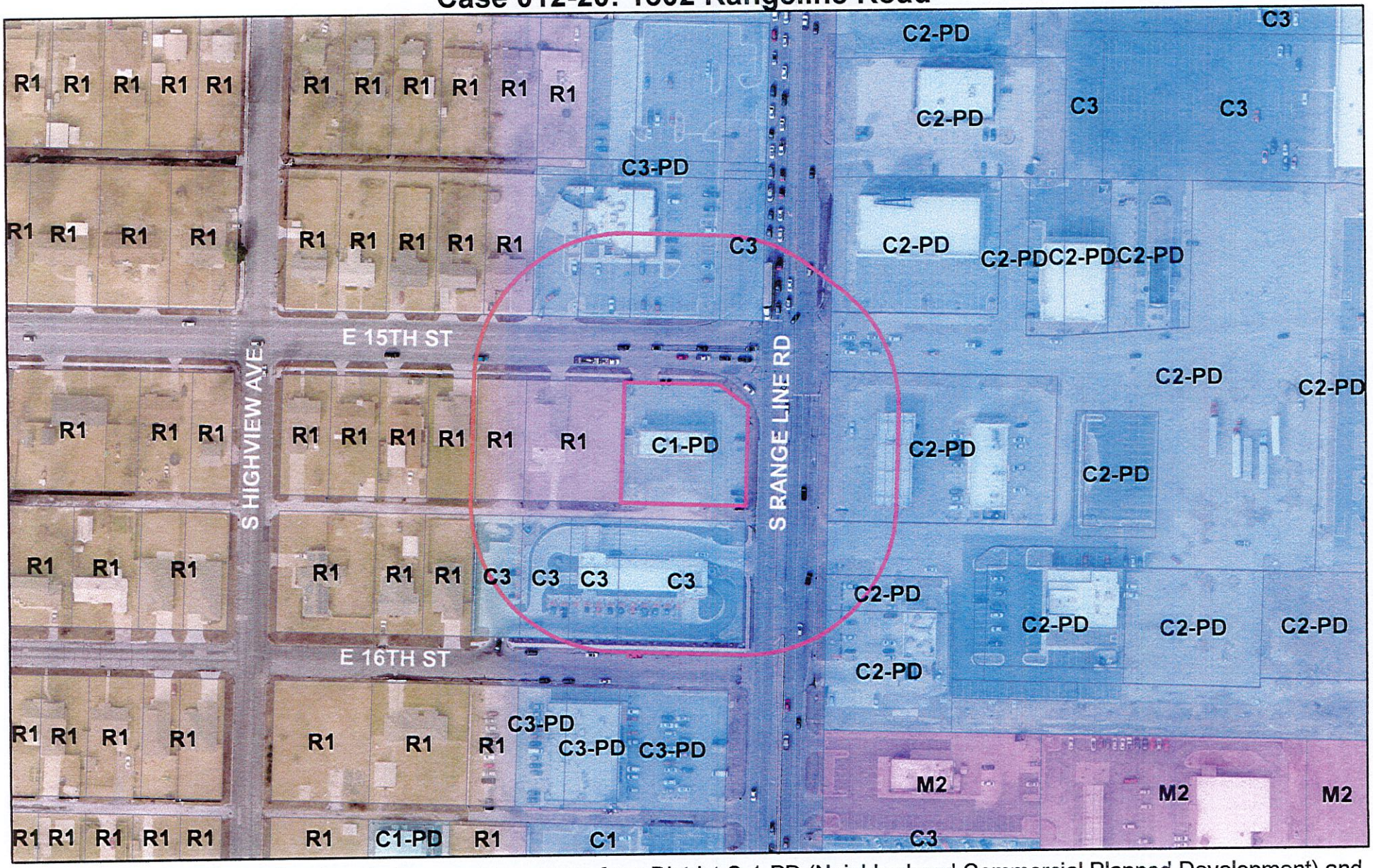
1. ✓ One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. ✓ One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 2/6/20

EMAIL: tracy.schulte@edwardjones.com Edward Jones Trust Co, Trustee of the John C. Windle Trust

TITLE: Tracy Schulte, Real Estate Risk Specialist

Case 012-20: 1502 Rangeline Road



Case 012-20: 1502 Rangeline Road - A request to remove from District C-1-PD (Neighborhood Commercial Planned Development) and include in District C-3 (Commercial) for the purpose of commercial development – Jimmer Pinjuv

P & Z Case 012-20
Jimmer Pinjuv
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-256 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1-PD and including in District C-3 property as described below and located 1502 Rangeline Rd., City of Joplin, Jasper County, Missouri.

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

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

> All of lots numbered ninety-three (93), ninety-four (94), and ninety-five (95) in Campbell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-257-Rezone to R-2 (Two-family Residential)

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 013-20: 2511 Murphy Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development. – Amir and Hina Anis

BACKGROUND:
The applicant is requesting the rezoning in order to allow for the construction of a duplex. The property is originally platted as two lots; together, they are a double lot. However, considering the City has a 10' stormwater easement along the South side of the South lot, the buildable area on that lot is restricted further than the typical setback requirements. As two-family residential is low-density and has characteristics of single-family residential, this request is not inappropriate

PLANNING & ZONING COMMISSION TESTIMONY:

Amir & Hina Anis, 4322 Blue Herron, Joplin, MO. They have purchase property on Murphy. The plan is to build two very nice townhomes for rental purposes. We found out that because of the easement, we found out afterwards the two townhomes could not be built. We are planning on having duplexes in the center of that lot. We have a plan and it will be a very nice duplex. That is what the request is for. Mrs. Anis stated that both the houses we have are going to be joined together to make a duplex instead. The easement has basically cut down our property size. She also stated that she has plans with her to show the commissioners.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends be tabled for Case 013-20, 6 in favor, 1 Absent.
Staff Recommends approval.

ATTACHMENTS
CB 2020-257, Staff Planning Report, P&Z Commission Minutes

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Rezoning

CASE 013-20 A request to rezone from R-1 (Single-family Residential) to R-2 (Two-family Residential)

LOCATION 2511 Murphy Ave.

APPLICANT Amir & Hina Anis

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	0.3 Acres

SITE CONTEXT

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

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Murphy Ave.	Local	60'

UTILITIES

Utilities do not need to be extended to this property. Utilities are currently in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map shows this property is in an area designated as low-density residential. Both the R-1 and R-2 districts could be considered low-density.

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

The current zoning of R-1 does allow uses that would be appropriate in this location.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-2 will not be detrimental the nearby property. Two-family residential uses, namely duplexes, are still low-density and share many of the same characteristics of single-family development. Due to the size of the property, only one duplex would be permitted to be built.

DISCUSSION

The applicant is requesting the rezoning in order to allow for the construction of a duplex. The property is originally platted as two lots; together, they are a double lot. However, considering the City has a 10' stormwater easement along the South side of the South lot, the buildable area on that lot is restricted further than the typical setback requirements. As two-family residential is low-density and has characteristics of single-family residential, this request is not inappropriate. Furthermore, there are other cases of R-2 lots in this area on Annie Baxter, Empire, and Picher.

Staff recommends approval of Case 013-20.

ATTACHMENTS

- Application
- Map

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 03-20
Filing Fee: $550.00
Date Advertised: 2-23-20
Date Notices Sent 2-25-20
Public Hearing Date: 3-9-20

APPLICANT: Amir and Hina Anis PHONE: 4175406018
ADDRESS: 4322 Blue Heron, Joplin, MO ZIP: 64801
OWNER: Same PHONE:
ADDRESS: Same ZIP:
LOCATION OF PROPERTY: 2511 Murphy, Joplin, MO 64804
LEGAL DESCRIPTION:
all of lots numbered 112 and 113 in Commercial Club addition to the City of Joplin, Jasper County, Missouri.
Present Zoning R-1 Requested Zoning: R-2 Acreage: 0.287
Present Use of Property: 2 Vacant lots

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Homes	R1
South	homes/duplexes	Residential
East	Homes	Residential
West	homes	Residential

CHARACTER OF THE NEIGHBORHOOD: Residential

RELATIONSHIP TO EXISTING ZONING PATTERN:
1. Would proposed change create a small, isolated district unrelated to surrounding districts? N.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain: Y*

CONFORMANCE WITH COMPREHENSIVE PLAN:
1. Consistent with Development Policies? Unknown
2. Consistent with Future Land Use Map? Unknown

will be there 10:13 am LPD 3/9/20

* We have 2 lots on said property. Title Co. did not inform us that one lot has a sewer/drainage easement and City will not allow us to build on it, ~~not~~ leaving us with only 1.5 lot. We did initially plan to build two homes, but with current situation, the best way to use 1.5 lot is to build a duplex, which can be seen that several have been built nearby. without disturbing the pattern of the surrounding neighborhood.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

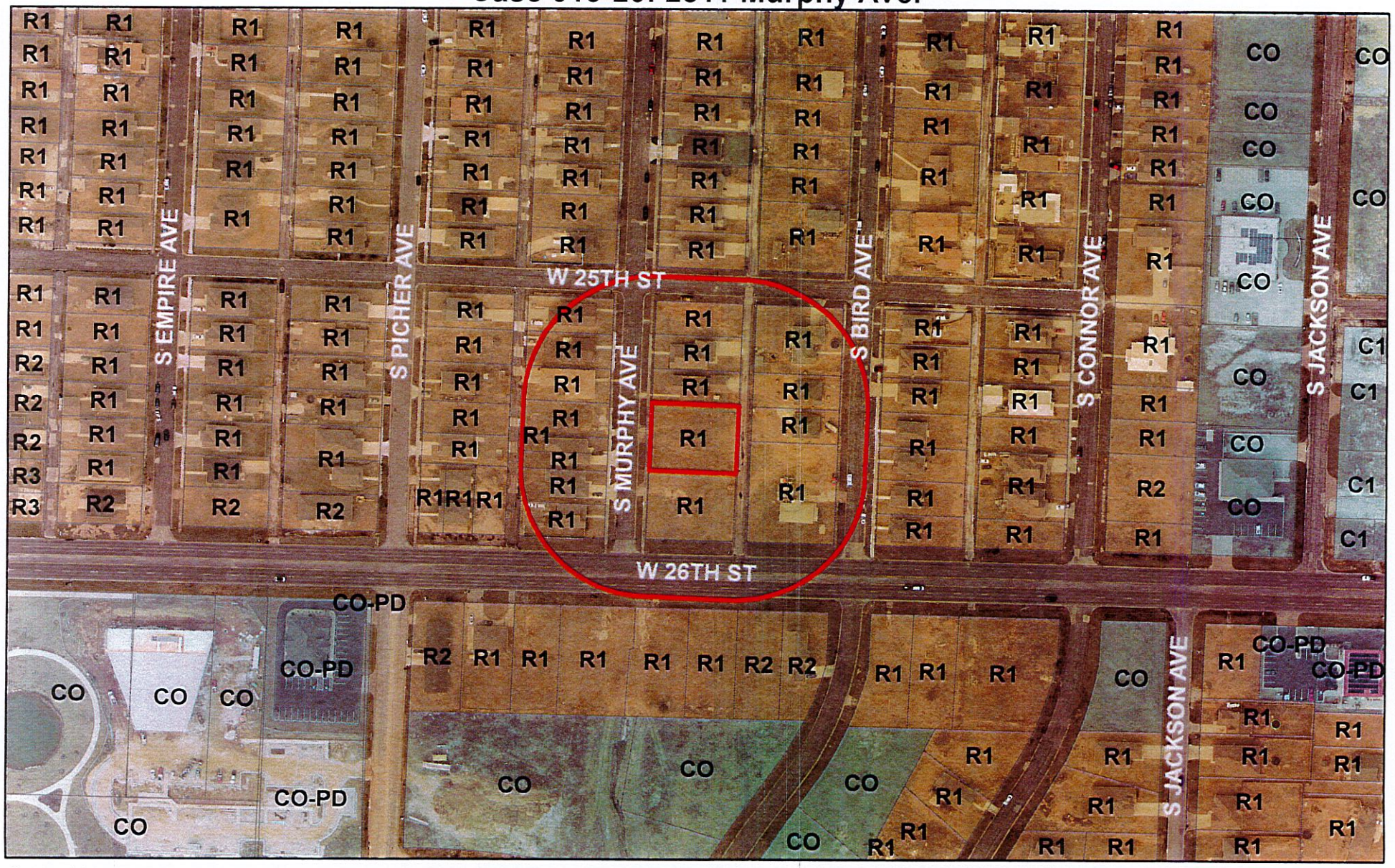
1. Appropriately Sized Lots? perhaps on building on it, will need survey
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No (already in place)
4. Utility Easements:
   Electricity? No
   Gas? No
   Sewers? No
   Water? No
5. Additional Comments: Only survey needed for 1.5 lot for duplex.

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
Since there is only 1.5 lot available, the best usage would be a duplex, which is still residential will not have major impact on traffic or neighborhood.

SIGNATURE: Amir Anis DATE: 2/9/20
BY: HINA ANIS/AMIR ANIS
TITLE: OWNERS

(Note: By signing this application you are signifying that you are either the legal owner of the subject property or are a legal representative of the owner or owners of the subject property.)

Case 013-20: 2511 Murphy Ave.



Case 013-20: 2511 Murphy Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development. – Amir and Hina Anis

0 87.5 175 350 525 700 Feet

N

CB 2020-257

Case 013-20: 2511 Murphy Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for the purpose of future residential development. – Amir and Hina Anis

Amir & Hina Anis, 4322 Blue Herron, Joplin, MO. They have purchase property on Murphy. The plan is to build two very nice townhomes for rental purposes. We found out that because of the easement, we found out afterwards the two townhomes could not be built. We are planning on having duplexes in the center of that lot. We have a plan and it will be a very nice duplex. That is what the request is for. Mrs. Anis stated that both the houses we have are going to be joined together to make a duplex instead. The easement has basically cut down our property size. She also stated that she has plans with her to show the commissioners.

Mr. Ramsour asked the Commissioners if there were any other questions? There was not. Is there was anyone who would like to speak in favor to this case? There was not. He also asked if there was anyone to speak in opposition of this case? There was not.

MR. DERMOTT MOVED, SECONDED BY MR. MCCULLOUGH, CASE 013-20 BE FORWARDED TO THE CITY COUNCIL WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

P & Z Case 013-20
Amir & Hina Anis
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-257 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 R-2 property as described below and located 2511 Murphy Ave., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2:

As all of lots numbered one hundred twelve (112) and one hundred thirteen (113) in commercial club addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-258-Street Vacation

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 014-20: Street Vacation – A request to vacate street right-of-way lying South of W. 32nd St., located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. – City of Joplin.

BACKGROUND:
When Jackson Ave. was realigned, this portion of Right-of-Way constituting the old Jackson Ave. was no longer needed by the city. This case originally went to Planning & Zoning and the City Council shortly after that work was completed in 2010. Due to an error with the legal description, the case was stricken from the agenda.

This old Right-of-Way does intersect 32nd St. very close to where McIntosh Cir. does. It is within the distance the City requires for spacing between intersections. Given that Jackson Ave. has been rerouted on a safer alignment, the City requests that this old portion of Right-of-Way be vacated.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO. There is a long history with this case this was originally brought to Planning and Zoning, also City Council in the summer of 2010. At that time there was an incorrect legal description given for the portion that was going to be vacated. Planning & Zoning and City Council struck from the agenda. It was the intention to correct the legal description and bring it back right away, but it was not corrected in time before the tornado came and the case got lost with time. A new tenant moved in next door and it was brought back to our attention. When the city rerouted Jackson Ave. to curve and intersect with Macintosh Circle. The intent was to vacate this portion of Jackson Ave to remove the additional intersection that is so close to the intersection of Macintosh Circle and 32nd Street. There are utilities on the property. They have signed off on this vacation so long as there is a clause in the ordinance that still reserves their right to maintain and keep up the facilities. There is also an agreement between the property owners both on the east side and west side for a receptacle access agreement between the two. Basically, once this is vacated that portion that is vacated will be a shared access to both of those properties. It would no longer be a public threw street and traffic could be kept from going through there.

Mr. Eastman wanted to know if they plan on blocking the entrance from 32nd Street.

Mr. Keegan stated that will stay in and become a commercial drive instead of a through street. So, the only vehicles that would be accessing would be anyone going to the businesses.

Mr. Ramsour stated that even though there is a hospital, there would not be any issues with emergency vehicles?

Mr. Stanton stated that was correct.

PUBLIC COMMENT;

Linda and Robert Campbell, 3235 S. Jackson Ave, Joplin, MO. We have had the opportunity to look this over and our primary concern is the street. Our home is located directly behind the doctor's buildings. The first R-1 property to the south Mr. Stanton stated. Mrs. Campbell stated she has looked it over and they didn't like the street cut off in the first place. The way their home is located it faces east and west so the drive that comes on Jackson Ave., the new one goes directly into our bedroom, so they see the headlights of the cars at night. Her concern was who will be maintaining the streets and the drives. She thought the city was just going to block it off.

Mr. Stanton stated that the portions that would remain unvacated, those would still be considered city right-of-way. For the right-of-way it is not the city to care for that. It is the obligation of the abutting property owners. Minigus and Freeman would oversee maintaining the commercial driveways, mowing the grass and those sorts of things. We do have permits and specifications through our Engineering Department that govern the quality we require for any construction or maintenance within the city right-of-way.

Mrs. Campbell asked has any proposition been sent out to them on how they should maintain?

Mr. Stanton stated that until they start construction or maintenance of some kind, we don't require anything. Once it becomes vacated the driveway itself will be a private commercial driveway.

Mr. Ramsour stated that Mr. Stanton has explain well how this will evolve if approved.

Mr. Stanton stated that he doesn't think Minigus and Freeman will allow it to fall in obscene disrepair. Both have been very good commercial neighbors in the city.

Mrs. Campbell stated that Freeman isn't using that property.

Mr. Stanton stated that they are the property owners and responsible for the maintenance of the property.

Mr. Campbell stated that the main thing they would like to make sure of is that they are responsible for the upkeep and maintenance. Whether it be the drive itself or the grass, it is mud pits and rocks.

Mr. Stanton state they will be responsible for the maintenance of it as it becomes private property.

Mr. Campbell wanted to know with private property doesn't that automatically say that it is as good as it is today that's fine.

Mr. Stanton stated the current condition of the driveway will be grandfathered in. Whenever they do decide to do maintenance on it, they will be required to go through the permit process.

Mrs. Campbell voiced they are not going to do that. She thinks the City needs to step in now and take care of this situation. She did not realize that 100 feet south was being partitioned off and not by the city. She just read it this morning, and this is unacceptable and wanted to know what the commission could do about this situation.

Mr. Stanton stated the Public Works Department oversees right-of-way and streets and he is not well adverse in those subjects as he not from that department. City is not in the business of maintaining private drives or streets that we have planned to vacate. There is not a whole lot the city can require a company to force them to work to bring up to of level acceptable to you.

Mrs. Campbell stated she understood that Mr. Stanton was with the city and you do all this for them, and you have been on top of this. She was wondering what the Planning and Zoning Commission can do.

Mr. Eastman stated that we either approve it or disapprove it. We have nothing to do with the maintenance of the street.

Mr. Campbell wanted to know if there was someway verbally that they have to maintain that property?

Mr. Eastman suggested they write a letter to both companies.

Mr. Ramsour told them this commission is here for the purpose of approving or denying the vacation of the street.

Mr. Eastman stated that if this commission denies it the street will not change, we don't have control over that.

Mrs. Campbell stated that she wants to know why they can't plan it a little different. Your Zoning and Planning that is your title.

Mr. Ramsour stated we have a set of procedures that we must follow.

Mrs. Campbell stated that she didn't know anything about procedures. You can make a decision not to pass it on yet until we figure out what your going to do. Is that not your job?

Mr. Stanton explained that this commission is only going to rule on the vacation of the right-of-way. They cannot set any requirements for maintenance, not require any permits being issued or anything like that.

Mrs. Campbell stated that this request goes through the doctors will close it off. It is closed off now.

Mr. Eastman stated he asked the doctor about that and the doctor stated they weren't planning on doing that.

Mr. Stanton stated that he believed the intension is to close it to threw traffic. Only patrons to Maginus or Freeman will be able to use that property. Part of the vacation is to revert it back to private land and be split and at that point it would be up to the two property owners on how they would like to treat that.

Mrs. Campbell stated that in our opinion we would just assume be completely open and not vacated.

FUNDING SOURCE

These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:

Planning & Zoning Commission recommends approval 6 in favor, 0 nays, 1 absent
Staff recommends approval of Case 014-20.

ATTACHMENTS

CB 2020-258, Staff Planning Report, P&Z Commission Minutes

CB 2020-258

Case 014-20: Street Vacation – A request to vacate street right-of-way lying South of W. 32nd St., located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. – City of Joplin

Keegan Stanton, 602 S. Main Street, Joplin, MO. There is a long history with this case this was originally brought to Planning and Zoning, also City Council in the summer of 2010. At that time there was an incorrect legal description given for the portion that was going to be vacated. Planning & Zoning and City Council struck from the agenda. It was the intention to correct the legal description and bring it back right away, but it was not corrected in time before the tornado came and the case got lost with time. A new tenant moved in next door and it was brought back to our attention. When the city rerouted Jackson Ave. to curve and intersect with Macintosh Circle. The intent was to vacate this portion of Jackson Ave to remove the additional intersection that is so close to the intersection of Macintosh Circle and 32nd Street. There are utilities on the property. They have signed off on this vacation so long as there is a clause in the ordinance that still reserves their right to maintain and keep up the facilities. There is also an agreement between the property owners both on the east side and west side for a receptacle access agreement between the two. Basically, once this is vacated that portion that is vacated will be a shared access to both of those properties. It would no longer be a public threw street and traffic could be kept from going through there.

Mr. Eastman wanted to know if they plan on blocking the entrance from 32nd Street.

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Mr. Ramsour stated that even though there is a hospital, there would not be any issues with emergency vehicles?

Mr. Stanton stated that was correct

Mr. Ramsour asked the Commissioners if there were any other questions? There was not. Is there was anyone who would like to speak in favor to this case? There was not. He also asked if there was anyone to speak in opposition of this case?

Linda and Robert Campbell, 3235 S. Jackson Ave, Joplin, MO. We have had the opportunity to look this over and our primary concern is the street. Our home is located directly behind the doctor's buildings. The first R-1 property to the south Mr. Stanton stated. Mrs. Campbell stated she has looked it over and they didn't like the street cut off in the first place. The way their home is located it faces east and west so the drive that comes on Jackson Ave., the new one goes directly into our bedroom, so they see the headlights of the cars at night. Her concern was who will be maintaining the streets and the drives. She thought the city was just going to block it off.

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abutting property owners. Minigus and Freeman would oversee maintaining the commercial driveways, mowing the grass and those sorts of things. We do have permits and specifications through our Engineering Department that govern the quality we require for any construction or maintenance within the city right-of-way.

Mrs. Campbell asked has any proposition been sent out to them on how they should maintain?

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Mr. Stanton stated that he doesn't think Minigus and Freeman will allow it to fall in obscene disrepair. Both have been very good commercial neighbors in the city.

Mrs. Campbell stated that Freeman isn't using that property.

Mr. Stanton stated that they are the property owners and responsible for the maintenance of the property.

Mr. Campbell stated that the main thing they would like to make sure of is that they are responsible for the upkeep and maintenance. Whether it be the drive itself or the grass, it is mud pits and rocks.

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Mrs. Campbell voiced they are not going to do that. She thinks the City needs to step in now and take care of this situation. She did not realize that 100 feet south was being partitioned off and not by the city. She just read it this morning, and this is unacceptable and wanted to know what the commission could do about this situation.

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Mr. Ramsour stated we have a set of procedures that we must follow.

Mrs. Campbell stated that she didn't know anything about procedures. You can make a decision not to pass it on yet until we figure out what your going to do. Is that not your job?

Mr. Stanton explained that this commission is only going to rule on the vacation of the right-of-way. They cannot set any requirements for maintenance, not require any permits being issued or anything like that.

Mrs. Campbell stated that this request goes through the doctors will close it off. It is closed off now.

Mr. Eastman stated he asked the doctor about that and the doctor stated they weren't planning on doing that.

Mr. Stanton stated that he believed the intension is to close it to threw traffic. Only patrons to Maginus or Freeman will be able to use that property. Part of the vacation is to revert it back to private land and be split and at that point it would be up to the two property owners on how they would like to treat that.

Mrs. Campbell stated that in our opinion we would just assume be completely open and not vacated.

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

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH, CASE 014-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. RAMSOUR, MR. DERMOTT, MRS.

BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Vacation

CASE 014-20 A request to vacate street right-of-way lying South of W. 32nd St.

APPLICANT City of Joplin

REPRESENTATIVE Keegan Stanton

LOCATION Approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 250' x 60'

REASON FOR VACATION

With the realignment of Jackson Ave. to curve and intersect with McIntosh Cir., this old portion of Right-of-Way is no longer needed by the City. In addition, the proximity of this Right-of-Way to the intersection of 32nd St. and McIntosh Cir. is very close and constitutes a traffic hazard.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are currently in the Right-of-Way. Rerouting of utilities is not required to maintain current services to adjoining properties. A savings clause will be provided in the ordinance.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

When Jackson Ave. was realigned, this portion of Right-of-Way constituting the old Jackson Ave. was no longer needed by the city. This case originally went to Planning & Zoning and the City Council shortly after that work was completed in 2010. Due to an error with the legal description, the case was stricken from the agenda. Following the tornado, the case was forgotten until neighboring property owners recently inquired.

This old Right-of-Way does intersect 32nd St. very close to where McIntosh Cir. does. It is within the distance the City requires for spacing between intersections. Given that Jackson Ave. has been rerouted on a safer alignment, the City requests that this old portion of Right-of-Way be vacated.

Staff recommends approval of Case 014-20 with a savings clause to allow for utilities to access and maintain their infrastructure.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 014-20
Filing Fee: ~~$550.00~~
Date Advertised: 2-23-20
Date Notices Sent 2-25-20
Public Hearing Date: 3-9-20

I. Applicant Name: City of Joplin Phone: 417-624-0820 ext. 511

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

Address: 602 S. Main St. Zip: 64801

II. Type of vacation requested (check one):

Street Vacation X

Alley Vacation_____

Utility Vacation_____

Other (Please specify)_____

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

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

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

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

IV. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

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

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

4. Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Kenny Kenworthy	kk7429@att.com	417-625-8092
Missouri American Water	Andrew Holderness	andrew.holderness@amwater.com	417-623-0676 x1009
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)*	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)*	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x531

*Must contact BOTH contacts at Spire Energy.

Signature

2/12/2020

Date

Case 014-20: Approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St.



Case 014-20: Street Vacation – A request to vacate street right-of-way lying South of W. 32nd St., located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. – City of Joplin

P & Z Case 014-20
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-258 ORDINANCE NO.

AN ORDINANCE providing the vacation for a public street located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. in the City of Joplin, Newton County, Missouri.

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

Section 1. That part of a public street right-of-way being located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St in the City of Joplin, Newton County, Missouri. described as follows and hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> All that part of Jackson Avenue adjoining Lot 192 and Lot 130 in Dunwoody's Subdivision, in the City of Joplin, Newton County, Missouri, according to the recorded plat thereof, except the North 50 feet and the South 100 feet of said part of Jackson Avenue.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain and repair any such installations now on the vacated portion of said street and shall be subject to the rights of the city of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2020-258-Street Vacation

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 014-20: Street Vacation – A request to vacate street right-of-way lying South of W. 32nd St., located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. – City of Joplin.

BACKGROUND:
When Jackson Ave. was realigned, this portion of Right-of-Way constituting the old Jackson Ave. was no longer needed by the city. This case originally went to Planning & Zoning and the City Council shortly after that work was completed in 2010. Due to an error with the legal description, the case was stricken from the agenda.

This old Right-of-Way does intersect 32nd St. very close to where McIntosh Cir. does. It is within the distance the City requires for spacing between intersections. Given that Jackson Ave. has been rerouted on a safer alignment, the City requests that this old portion of Right-of-Way be vacated.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 602 S. Main Street, Joplin, MO. There is a long history with this case this was originally brought to Planning and Zoning, also City Council in the summer of 2010. At that time there was an incorrect legal description given for the portion that was going to be vacated. Planning & Zoning and City Council struck from the agenda. It was the intention to correct the legal description and bring it back right away, but it was not corrected in time before the tornado came and the case got lost with time. A new tenant moved in next door and it was brought back to our attention. When the city rerouted Jackson Ave. to curve and intersect with Macintosh Circle. The intent was to vacate this portion of Jackson Ave to remove the additional intersection that is so close to the intersection of Macintosh Circle and 32nd Street. There are utilities on the property. They have signed off on this vacation so long as there is a clause in the ordinance that still reserves their right to maintain and keep up the facilities. There is also an agreement between the property owners both on the east side and west side for a receptacle access agreement between the two. Basically, once this is vacated that portion that is vacated will be a shared access to both of those properties. It would no longer be a public threw street and traffic could be kept from going through there.

Mr. Eastman wanted to know if they plan on blocking the entrance from 32nd Street.

Mr. Keegan stated that will stay in and become a commercial drive instead of a through street. So, the only vehicles that would be accessing would be anyone going to the businesses.

Mr. Ramsour stated that even though there is a hospital, there would not be any issues with emergency vehicles?

Mr. Stanton stated that was correct.

PUBLIC COMMENT;

Linda and Robert Campbell, 3235 S. Jackson Ave, Joplin, MO. We have had the opportunity to look this over and our primary concern is the street. Our home is located directly behind the doctor's buildings. The first R-1 property to the south Mr. Stanton stated. Mrs. Campbell stated she has looked it over and they didn't like the street cut off in the first place. The way their home is located it faces east and west so the drive that comes on Jackson Ave., the new one goes directly into our bedroom, so they see the headlights of the cars at night. Her concern was who will be maintaining the streets and the drives. She thought the city was just going to block it off.

Mr. Stanton stated that the portions that would remain unvacated, those would still be considered city right-of-way. For the right-of-way it is not the city to care for that. It is the obligation of the abutting property owners. Minigus and Freeman would oversee maintaining the commercial driveways, mowing the grass and those sorts of things. We do have permits and specifications through our Engineering Department that govern the quality we require for any construction or maintenance within the city right-of-way.

Mrs. Campbell asked has any proposition been sent out to them on how they should maintain?

Mr. Stanton stated that until they start construction or maintenance of some kind, we don't require anything. Once it becomes vacated the driveway itself will be a private commercial driveway.

Mr. Ramsour stated that Mr. Stanton has explain well how this will evolve if approved.

Mr. Stanton stated that he doesn't think Minigus and Freeman will allow it to fall in obscene disrepair. Both have been very good commercial neighbors in the city.

Mrs. Campbell stated that Freeman isn't using that property.

Mr. Stanton stated that they are the property owners and responsible for the maintenance of the property.

Mr. Campbell stated that the main thing they would like to make sure of is that they are responsible for the upkeep and maintenance. Whether it be the drive itself or the grass, it is mud pits and rocks.

Mr. Stanton state they will be responsible for the maintenance of it as it becomes private property.

Mr. Campbell wanted to know with private property doesn't that automatically say that it is as good as it is today that's fine.

Mr. Stanton stated the current condition of the driveway will be grandfathered in. Whenever they do decide to do maintenance on it, they will be required to go through the permit process.

Mrs. Campbell voiced they are not going to do that. She thinks the City needs to step in now and take care of this situation. She did not realize that 100 feet south was being partitioned off and not by the city. She just read it this morning, and this is unacceptable and wanted to know what the commission could do about this situation.

Mr. Stanton stated the Public Works Department oversees right-of-way and streets and he is not well adverse in those subjects as he not from that department. City is not in the business of maintaining private drives or streets that we have planned to vacate. There is not a whole lot the city can require a company to force them to work to bring up to of level acceptable to you.

Mrs. Campbell stated she understood that Mr. Stanton was with the city and you do all this for them, and you have been on top of this. She was wondering what the Planning and Zoning Commission can do.

Mr. Eastman stated that we either approve it or disapprove it. We have nothing to do with the maintenance of the street.

Mr. Campbell wanted to know if there was someway verbally that they have to maintain that property?

Mr. Eastman suggested they write a letter to both companies.

Mr. Ramsour told them this commission is here for the purpose of approving or denying the vacation of the street.

Mr. Eastman stated that if this commission denies it the street will not change, we don't have control over that.

Mrs. Campbell stated that she wants to know why they can't plan it a little different. Your Zoning and Planning that is your title.

Mr. Ramsour stated we have a set of procedures that we must follow.

Mrs. Campbell stated that she didn't know anything about procedures. You can make a decision not to pass it on yet until we figure out what your going to do. Is that not your job?

Mr. Stanton explained that this commission is only going to rule on the vacation of the right-of-way. They cannot set any requirements for maintenance, not require any permits being issued or anything like that.

Mrs. Campbell stated that this request goes through the doctors will close it off. It is closed off now.

Mr. Eastman stated he asked the doctor about that and the doctor stated they weren't planning on doing that.

Mr. Stanton stated that he believed the intension is to close it to threw traffic. Only patrons to Maginus or Freeman will be able to use that property. Part of the vacation is to revert it back to private land and be split and at that point it would be up to the two property owners on how they would like to treat that.

Mrs. Campbell stated that in our opinion we would just assume be completely open and not vacated.

FUNDING SOURCE

These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:

Planning & Zoning Commission recommends approval 6 in favor, 0 nays, 1 absent
Staff recommends approval of Case 014-20.

ATTACHMENTS

CB 2020-258, Staff Planning Report, P&Z Commission Minutes

CB 2020-258

Case 014-20: Street Vacation – A request to vacate street right-of-way lying South of W. 32nd St., located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. – City of Joplin

Keegan Stanton, 602 S. Main Street, Joplin, MO. There is a long history with this case this was originally brought to Planning and Zoning, also City Council in the summer of 2010. At that time there was an incorrect legal description given for the portion that was going to be vacated. Planning & Zoning and City Council struck from the agenda. It was the intention to correct the legal description and bring it back right away, but it was not corrected in time before the tornado came and the case got lost with time. A new tenant moved in next door and it was brought back to our attention. When the city rerouted Jackson Ave. to curve and intersect with Macintosh Circle. The intent was to vacate this portion of Jackson Ave to remove the additional intersection that is so close to the intersection of Macintosh Circle and 32nd Street. There are utilities on the property. They have signed off on this vacation so long as there is a clause in the ordinance that still reserves their right to maintain and keep up the facilities. There is also an agreement between the property owners both on the east side and west side for a receptacle access agreement between the two. Basically, once this is vacated that portion that is vacated will be a shared access to both of those properties. It would no longer be a public threw street and traffic could be kept from going through there.

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Mr. Stanton stated that was correct

Mr. Ramsour asked the Commissioners if there were any other questions? There was not. Is there was anyone who would like to speak in favor to this case? There was not. He also asked if there was anyone to speak in opposition of this case?

Linda and Robert Campbell, 3235 S. Jackson Ave, Joplin, MO. We have had the opportunity to look this over and our primary concern is the street. Our home is located directly behind the doctor's buildings. The first R-1 property to the south Mr. Stanton stated. Mrs. Campbell stated she has looked it over and they didn't like the street cut off in the first place. The way their home is located it faces east and west so the drive that comes on Jackson Ave., the new one goes directly into our bedroom, so they see the headlights of the cars at night. Her concern was who will be maintaining the streets and the drives. She thought the city was just going to block it off.

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Mrs. Campbell stated that in our opinion we would just assume be completely open and not vacated.

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

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH, CASE 014-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. RAMSOUR, MR. DERMOTT, MRS.

BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Vacation

CASE 014-20 A request to vacate street right-of-way lying South of W. 32nd St.

APPLICANT City of Joplin

REPRESENTATIVE Keegan Stanton

LOCATION Approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street Right-of-Way	Approximately 250' x 60'

REASON FOR VACATION

With the realignment of Jackson Ave. to curve and intersect with McIntosh Cir., this old portion of Right-of-Way is no longer needed by the City. In addition, the proximity of this Right-of-Way to the intersection of 32nd St. and McIntosh Cir. is very close and constitutes a traffic hazard.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are currently in the Right-of-Way. Rerouting of utilities is not required to maintain current services to adjoining properties. A savings clause will be provided in the ordinance.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

When Jackson Ave. was realigned, this portion of Right-of-Way constituting the old Jackson Ave. was no longer needed by the city. This case originally went to Planning & Zoning and the City Council shortly after that work was completed in 2010. Due to an error with the legal description, the case was stricken from the agenda. Following the tornado, the case was forgotten until neighboring property owners recently inquired.

This old Right-of-Way does intersect 32nd St. very close to where McIntosh Cir. does. It is within the distance the City requires for spacing between intersections. Given that Jackson Ave. has been rerouted on a safer alignment, the City requests that this old portion of Right-of-Way be vacated.

Staff recommends approval of Case 014-20 with a savings clause to allow for utilities to access and maintain their infrastructure.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 014-20
Filing Fee: ~~$550.00~~
Date Advertised: 2-23-20
Date Notices Sent 2-25-20
Public Hearing Date: 3-9-20

I. Applicant Name: City of Joplin Phone: 417-624-0820 ext. 511

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

Address: 602 S. Main St. Zip: 64801

II. Type of vacation requested (check one):

Street Vacation X

Alley Vacation_____

Utility Vacation_____

Other (Please specify)_____

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

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

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

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

IV. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

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

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

4. Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Kenny Kenworthy	kk7429@att.com	417-625-8092
Missouri American Water	Andrew Holderness	andrew.holderness@amwater.com	417-623-0676 x1009
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)*	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)*	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x531

*Must contact BOTH contacts at Spire Energy.

Signature

2/12/2020

Date

Case 014-20: Approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St.



Case 014-20: Street Vacation – A request to vacate street right-of-way lying South of W. 32nd St., located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. – City of Joplin

P & Z Case 014-20
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2020-258 ORDINANCE NO.

AN ORDINANCE providing the vacation for a public street located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St. in the City of Joplin, Newton County, Missouri.

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

Section 1. That part of a public street right-of-way being located approximately 300 feet East of the intersection of S. McIntosh Circle and W. 32nd St in the City of Joplin, Newton County, Missouri. described as follows and hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> All that part of Jackson Avenue adjoining Lot 192 and Lot 130 in Dunwoody's Subdivision, in the City of Joplin, Newton County, Missouri, according to the recorded plat thereof, except the North 50 feet and the South 100 feet of said part of Jackson Avenue.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain and repair any such installations now on the vacated portion of said street and shall be subject to the rights of the city of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a vote of _____.

_____
ATTEST: Gary L. Shaw, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2019-284-Rezone to Apartment House District (R-3)

MEETING DATE:
May 18, 2020

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 040-19: 3110 E 13th St. - A request to remove from District M-2-PD (Heavy Industrial District Planned Development) and include in District R-3 (Apartment House District) for the purpose of future residential development – Phong Nguyen

BACKGROUND:
UPDATE: This case was originally tabled due to a property line dispute. We have been provided additional documentation resolving this to be able to move forward with this case.

This property was formerly a single-family residence which burned down within the last two years. In that time, the property has not been well-maintained and has sat vacant.

While the property itself as an isolated parcel is suitable for industrial development, when taking the neighboring land uses into account, the parcel is no longer suitable for industrial development The applicant's request to rezone to a R-3 Apartment House District zone is not inappropriate for this property considering it is the intent of the developers to develop their site with dense multi-family units.

PLANNING & ZONING COMMISSION TESTIMONY:
Phong Nguyen, 2216 Pennsylvania, Joplin, MO. He is the owner of the property and would like the rezoning for multi-family. The neighbor across the street is zoned R-3.

PUBLIC COMMENT:
None.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 040-19, 6 in favor, 0 Nays, 1 Absent.

ATTACHMENTS
CB 2019-284, Staff Planning Report, P&Z Commission Minutes

CB 2019-284

Case 040-19: 3110 E 13th St. - A request to remove from District M-2-PD (Heavy Industrial District Planned Development) and include in District R-3 (Apartment House District) for the purpose of future residential development – Phong Nguyen

Phong Nguyen, 2216 Pennsylvania, Joplin, MO. He is the owner of the property and would like the rezoning for multi-family. The neighbor across the street is zoned R-3. (Sketch was passed around to the Commissioner of the duplexes).

Mr. Ramsour asked if there were any other questions for the Mr. Nguyen? There was not. Is there was anyone who would like to speak in favor to this case? There was not. He also asked if there was anyone to speak in opposition of this case? There was not.

MRS. BRUCKNER-SEARS MOVED, SECONDED BY MRS. STEELE, CASE 040-19 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. RAMSOUR, MR. DERMOTT, MRS. BRUCKNER-SEARS, MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: March 9, 2020
City Council Meeting: May 18, 2020

STAFF PLANNING REPORT
Rezoning

CASE 040-19 A request to remove from District M-2-PD (Heavy Industrial District Planned Development) and include in District R-3 (Apartment House District) for the purpose of future residential development.

LOCATION 3110 E 13th St.

APPLICANT Phong Nguyen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2-PD	Vacant	0.86 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	Outside City Limits	C-3	C-3
Land Use	Sing-family Residential	Single-family Residential	Retail	Retail

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. 13th St.	Collector	50'

UTILITIES Utilities are provided to the site.

FLOOD PLAIN This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The site as zoned M-2-PD is suitable for future industrial development. The M-2-PD district does permit the most intense industrial development and prohibits few uses. However, this property is bounded on all sides by either commercial or residential uses, making most heavy industrial uses permitted in the M-2-PD district inappropriate in this place. While the property itself as an isolated parcel is suitable for industrial development, when taking the neighboring land uses into account, the parcel is no longer suitable for industrial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. The uses permitted in the R-3 zoning district will have negligent negative affect on nearby properties as well as restrict uses permitted in the M-2-PD district that would create nuisances.

DISCUSSION

This case was tabled at the November 9, 2019 Planning & Zoning Commission meeting and the December 6, 2019 City Council meeting due to a potential issue with the legal description. Having been resolved, the case will be taken off the table.

This property was formerly a single-family residence which burned down within the last two years. In that time, the property has not been well-maintained and has sat vacant.

The applicant's request to rezone to a R-3 Apartment House District zone is not inappropriate for this property considering it is the intent of the developers to develop their site with dense multi-family units. The R-3 district provides the density to scale down the intensity of land use from the big-box retail to the West to the single-family homes to the East.

In addition, considering the property's frontage along E 13th St., a collector, a high-density residential use on this street is appropriate. Any access management providing ingress and egress will be addressed during site plan review.

This property is subject to the City of Joplin's Zoning Code requirements.

Staff recommends approval of Case 040-19.

ATTACHMENTS

- Application

- Map

RECEIVED 10/28/19

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 040-19
Filing Fee: $500.00
Date Advertised: 11-24-19
Date Notices Sent 11-22-19
Public Hearing Date: 12-9-19 / 3-9-20

APPLICANT: Phong Nguyen PHONE (417) 529-5158
ADDRESS: 2216 Pennsylvania Ave ZIP: 64804
OWNER: Same PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 3110 E 13th
LEGAL DESCRIPTION: See attachment

Present Zoning M2-PD Requested Zoning: R3 Acreage:
Present Use of Property: Vacant Land

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R-3
South	Commercial	C-3
East	Residential	Not in city limit
West	Commercial	C-3

CHARACTER OF THE NEIGHBORHOOD: Commercial to Residential

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? ____
   If yes, explain: Difficult from M2-PD Wid to Residential

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

Will be there 10:15AM 3/9/20

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 13th
2. Classification of Street(s):
   Arterial _____ Collector Primrose Local _____
3. Right-of-Way Width: —
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

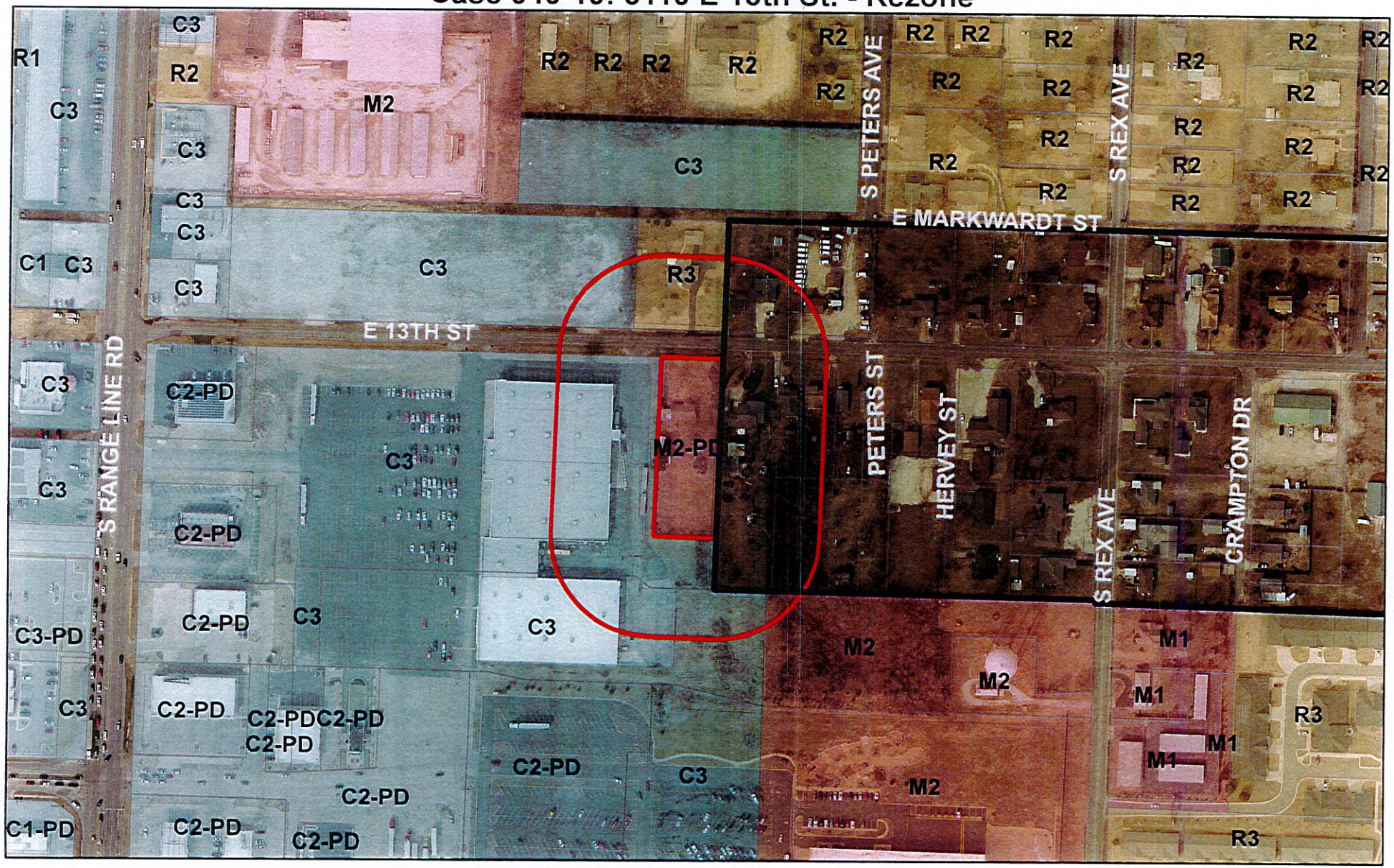
Rezone from M2-PD to R-3

SIGNATURE: _____ DATE: 10-14-19

BY: Phong Nguyen

TITLE: Owner

Case 040-19: 3110 E 13th St. - Rezone


R1
C3
R2
M2
R2
R2
R

P & Z Case 040-19
Phong Nguyen
(P & Z Recommended Approved)

COUNCIL BILL NO. 2019-284 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 M-2-PD and including in District R-3 property as described below and located 3110 E 13th St, City of Joplin, Jasper County, Missouri.

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

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

> All that part of the Southwest Quarter of Section 7, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri, described as commencing 40 feet East of the Northwest Corner of the South one-half of said Section 7, thence South 248 feet to the Southeast corner of Range Line Road and 13th Street, thence East 933.4 feet to the point of beginning, thence South 416 feet, thence East 104 feet, thence North 416 feet to the South line of 13th Street, thence West 104 feet along the South line of 13th Street to the point of beginning, except that part conveyed to Payless Cashways by documents filed June 18, 1985 in Book 1294 at Page 1839 and May 10, 1984 at 3:41 P.M. in Book 1278 at Page 533.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2020, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-138 – authorizing an agreement by and between the City of Joplin and Hutchens Construction Company, LLC., for the Relocation of the General Aviation Entrance Road at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
June 1, 2020

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2020-138 Ordinance; Contract Agreement, Bid Tab, GA Area Map

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

SUMMARY
This Council Bill is an agreement by and between the City of Joplin and Hutchens Construction Company, LLC., for Construction Services for Nine Hundred Nineteen Thousand Sixty-Six Dollars and Ninety-Four Cents ($919,066.94) for the Relocation of the General Aviation Entrance Road at the Joplin Regional Airport.

BACKGROUND
One of the items that was addressed in the new Airport Master Plan was improvement to the General Aviation (GA) Terminal Area. After the move of the Commercial operations to the Main Terminal in 2007 there needed to be a structured plan as to how we would address the transition of the GA Terminal Area. We have two (2) Fixed Base Operators (FBO's) and an increase in GA non-commercial traffic that is driving the demand for improvement to this area. The project will address a number of safety, structural, and transitional issues to better serve our GA customers and tenants.

The Missouri Highways and Transportation Commission has issued this Airport Aid Agreement for Nine Hundred Forty-Four Thousand Six Hundred Twenty-Four and no/100 Dollars ($944,624.00) for the relocation of the GA Entrance Road Construction project. All cost for this project will be paid from this Aid Agreement based on a 90/10 State/Local share. The Local Share will be approximately One Hundred Four Thousand Nine Hundred Thirteen and no/100 Dollars ($104,913.00).

A request for bidders was advertised for this project on March 8, 2020 for a bid opening date of April 10, 2020 at 10:00am. Two bids were received that were both within engineers estimates. The airport construction consultant recommends we award the contract to Hutchens Construction Company, LLC.

FUNDING SOURCE
Airport Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved as an emergency ordinance in order to allow construction to be completed within funding time limitations.

COUNCIL BILL NO. 2020-138 **ORDINANCE NO.**

AN ORDINANCE authorizing an agreement by and between the City of Joplin and Hutchens Construction Company, LLC., for the Relocation of the General Aviation (GA) Entrance Road at the Joplin Regional Airport; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Hutchens Construction Company, LLC., for Construction Services the amount of Nine Hundred Nineteen Thousand Sixty-Six Dollars and Ninety-Four Cents ($919,066.94) for the Relocation of the GA Entrance Road at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein, Exhibit A; is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That upon the final approval and acceptance of work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the construction company shall be paid from the Airport fund.

Section 4. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council herby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved as an emergency ordinance in order to allow construction to be completed within funding time limitations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

196-090A-2 BID ITEM DESCRIPTION:_RECONSTRUCTION AND REALIGNMENT OF DENNIS WEAVER DRIVE

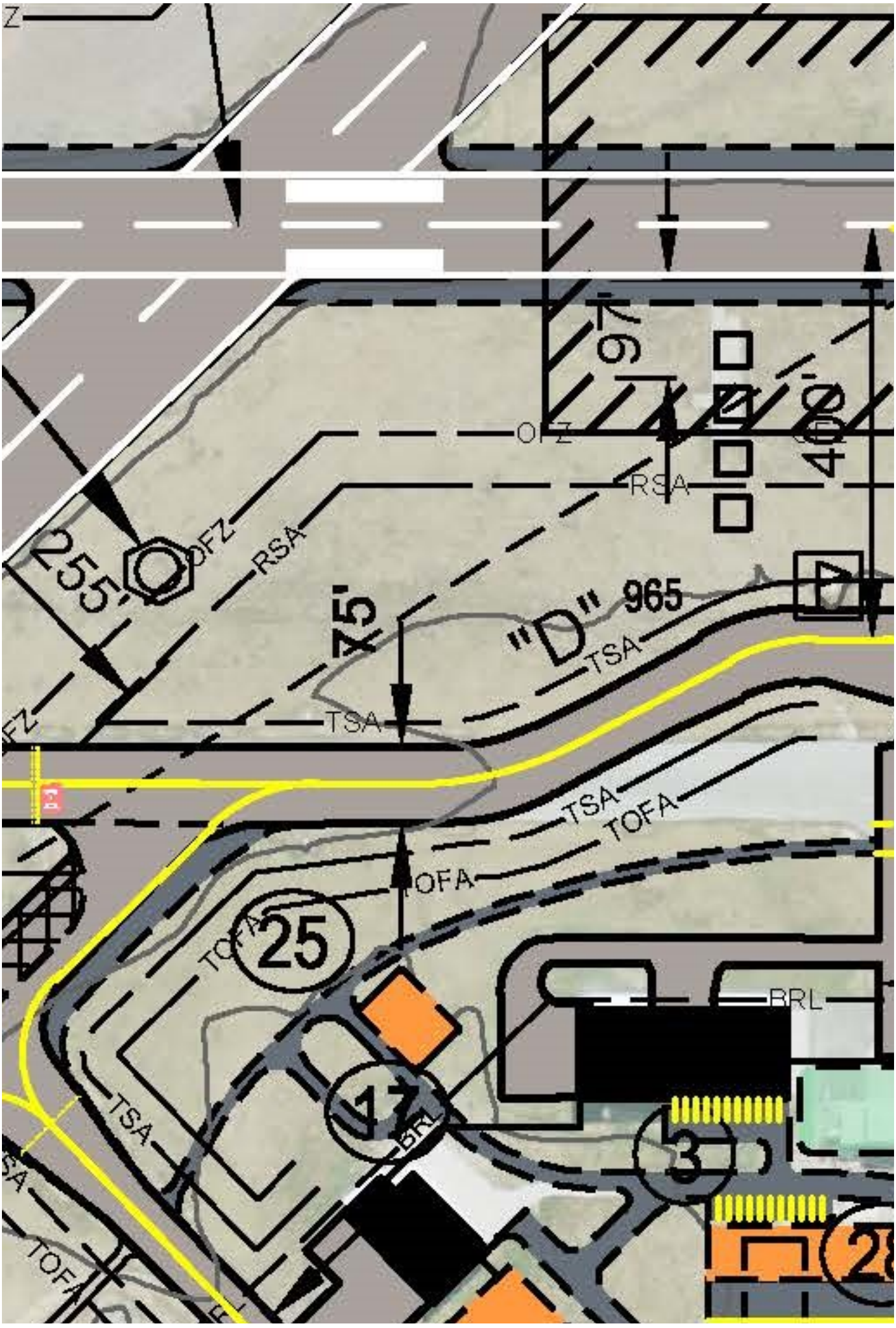
BID OPENING DEADLINE:_____04/9/20 @ 2:00PM DEPARTMENT:_____PW/AIRPORT

REQUISITION NUMBER:_____ DATE & TIME OPENED:_04/10/2020 @ 10:00AM

OPENED BY:_____STEVE STOCKAM WITNESSED BY:_____MELISSA HUNTER

VENDOR NAME	DATE RECEIVED	BID #	PROJECT #	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
ENGINEER ESTIMATES					$1,128,938.79
HUTCHENS CONSTRUCTION	4/9/2020			N	$919,066.94
ASBELL COMPANIES	4/9/2020			N	$1,085.677.17

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****


OFZ
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17
3
2
60'
40'
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FORM OF
CONTRACT AGREEMENT
City OF Joplin, MO
Project No. **196-090A-2**

THIS AGREEMENT, made as of this _____ day of _____, 20_____, is

BY AND BETWEEN

the OWNER:	Name:	**CITY OF JOPLIN, MO**
	Address:	**602 SOUTH MAIN STREET, 4th FLOOR**
	City/State/Zip Code:	**JOPLIN, MO 64801**
And the CONTRACTOR:	Name:	**HUTCHENS CONSTRUCTION COMPANY, LLC**
	Address:	**1007 MAIN STREET**
	City/State/Zip Code:	**CASSVILLE/MO/65625**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Joplin Regional Airport** generally described as follows;

RECONSTRUCTION AND REALIGNMENT OF DENNIS WEAVER DRIVE

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work
It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents
CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price
In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

$Nine Hundred Nineteen Thousand Sixty-Six Dollars and Ninety-Four Cents ($919,066.94)
(Amount in Written Words) (Amount in Numerals)

subject to the following;

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;

b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;

c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;

d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment
Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.
Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time
The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **60 calendar days** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages
The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of $**750.00** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;

b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations
The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 9 – OWNER'S Representative
The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

CRAWFORD, MURPHY & TILLY, INC.
ONE MEMORIAL DRIVE
GATEWAY TOWER, SUITE 500
ST. LOUIS, MISSOURI 63102

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER	**CONTRACTOR**
Name: CITY OF JOPLIN, MISSOURI	Name: HUTCHENS CONSTRUCITON CO., LLC.
Address: 602 SOUTH MAIN STREET	Address: 1007 MAIN STREET
JOPLIN, MISSOURI 64801	CASSVILLE, MO 65625
By: _____	By: _____
Signature	*Signature*
_____	_____
Title of Representative	*Title of Representative*
ATTEST:	ATTEST
By: _____	By: _____
Signature	*Signature*
_____	_____
Title	*Title*

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-139 – authorizing a supplemental agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Observation Services for the Relocation of the General Aviation Entrance Road at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
June 1, 2020

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2020-139 Ordinance; Contract Agreement; GA Area Map

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

SUMMARY
This Council Bill is a supplemental agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Observation Services not to exceed the amount of One Hundred Twenty-Two Thousand Fourteen Dollars and Forty-One Cents ($122,014.41) for the Relocation of General Aviation Entrance Road Project at the Joplin Regional Airport.

BACKGROUND
One of the items that were addressed in the new Airport Master Plan was improvement to the General Aviation (GA) Terminal Area. After the move of the Commercial Operations to the Main Terminal in 2007 there needed to be a structured plan as to how we would address the transition of the GA Terminal Area. We have two (2) Fixed Base Operators (FBO's) and an increase in GA transient traffic that is driving the demand for improvement to this area. The project will address a number of safety, structural, and transitional issues to better serve our GA customers and tenants.

The Missouri Highways and Transportation Commission has issued this Airport Aid Agreement for Nine Hundred Forty-Four Thousand Six Hundred Twenty-Four and no/100 Dollars ($944,624.00) for the Relocation of the GA Entrance Road Construction project. All costs for this project will be paid from this Aid Agreement based on a 90/10 State/Local share. The Local Share will be approximately One Hundred Four Thousand Nine Hundred Thirteen and no/100 Dollars ($104,913.00).

FUNDING SOURCE
Airport Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved as an emergency ordinance in order to allow construction to be completed within funding time limitations.

COUNCIL BILL NO. 2020-139 **ORDINANCE NO.**

AN ORDINANCE authorizing a supplemental agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Observation Services for the Relocation of the General Aviation Entrance Road at the Joplin Regional Airport; and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Observation Services not to exceed the amount of One Hundred Twenty-Two Thousand Fourteen Dollars and Forty-One Cents ($122,014.41) for the Relocation of the General Aviation Entrance Road Project at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein, Exhibit A; is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That upon the final approval and acceptance of work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the construction company shall be paid from the Airport fund.

Section 4. That the City of Joplin declares that this ordinance dealing with public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved as an emergency ordinance in order to allow construction to be completed within funding time limitations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

Airport Name: Joplin Regional Airport
Project No.: 196-090A-2
County: Jasper

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Joplin, Missouri (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on April 3, 2019, to accomplish a project at the Joplin Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section 17 of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section 9 of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee payable included in Section 9 of the Original Agreement shall remain the same as in the original agreement.

(D) For and in consideration of the Construction Phase Administration Services rendered by Consultant, Owner shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified in Section (9) of the Original Agreement plus a fixed fee of **$3,871.15** for a total not to exceed amount of **$122,014.41.**

(E) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 120 calendar days after final acceptance. The projected completion date shown on Exhibit VI is now revised to 120 days after final acceptance, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Algier Martin and Associates	P.O. Box 2627 Joplin, MO 64803-2627	Resident Engineer
Palmerton and Parrish	3500 East 13th Street	Material Testing

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

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

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

CONSULTANT

By_____

Title_____

SPONSOR – City of Joplin

By_____

Title_____

ATTEST:

By_____

Title_____

ATTEST:

By_____

Title_____

Approved as to Form:

By_____

Title_____

Approved as to Form:

By_____

Title_____

EXHIBIT II - SA1

SCOPE OF SERVICES

1. Preliminary

   a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.

   b. Develop a **Federal-Construction Observation Program** in accordance with MoDOT requirements.

   c. Provide a sealed, signed and dated copy of the Construction Observation Program (COP) prior to the pre-construction conference.

   d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.

2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:

   a. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.

   b. Review shop drawings and material certification submittals as provided by the Contractor.

   c. Perform material(s) testing (field and laboratory) as required by the COP.

   d. Respond to field issues throughout the duration of the project.

   e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.

   f. Prepare change orders and supplemental agreements necessary for construction of the project.

   g. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor

3. Project Closeout Phase

   a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.

   b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.

   c. Prepare and submit to the Sponsor an updated **Airport Layout Drawing (ALD)** showing as-built conditions. The sponsor will approve and sign as necessary and forward four (4) full size copies to MoDOT for approval.

MoDOT will distribute the copies as one (1) to the Sponsor, one (1) to MoDOT, and one (1) to the Consultant. An electronic copy of the updated sheets will be submitted to both MoDOT and the City in .pdf format, with CADD files submitted to the City.

d. Provide MoDOT with all closeout documents as required for project final acceptance.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

JOPLIN, MISSOURI

RECONSTRUCTION AND REALIGNMENT OF DENNIS WEAVER DRIVE

SUMMARY OF COSTS

April 30, 2020

Basic Services	Fee	Hours
Construction Phase	$122,014.41	279
Total	**$122,014.41**	**279**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
RECONSTRUCTION AND REALIGNMENT OF DENNIS WEAVER DRIVE
SUMMARY OF COSTS
April 30, 2020

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$81.02	$0.00
Project Engineer II	15	$65.10	$976.50
Project Manager I	0	$51.32	$0.00
Senior Engineer I	102	$37.58	$3,833.16
Engineer I	154	$29.53	$4,547.62
Senior Planner I	0	$40.50	$0.00
Planner I	0	$30.74	$0.00
Land Surveyor	0	$41.23	$0.00
Senior Technician I	6	$36.60	$219.60
Technician II	0	$30.67	$0.00
Admin./Accounting Assistant	2	$21.04	$42.08
	279		

Total Direct Salary Costs = $9,618.96

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 168.30 % = $16,188.71

3 SUBTOTAL:

Items 1 and 2 = $25,807.67

4 PROFIT:

15 % of Item 3 Subtotal = $3,871.15 Fixed Fee

Subtotal $29,678.82

5 OUT-OF-POCKET EXPENSES:

a. Mileage	3588	Miles @	$0.580 / Mile =	$2,081.04	
b. Construction Vehicle	0	Days @	$12.00 / Day =	$0.00	
c. Meals	9	Days @	$32.00 / Day =	$288.00	
d. Motel	0	Nights @	$105.00 / Night =	$0.00	($96 + tax per GSA.gov)
e. Printing and Shipping			=	$600.00	

Total Out-of-Pocket Expenses = $2,969.04

6 SUBCONTRACT COSTS:

a. Material Tests (Palmerton & Parrish - Springfield, MO) (Est.) = $20,012.85
b. Construction Observation (Allgeier, Martin and Associates) (Est. = $69,353.70

= $89,366.55

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $122,014.41 Not to Exceed

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

SUMMARY OF COSTS
RECONSTRUCTION AND REALIGNMENT OF DENNIS WEAVER DRIVE

April 30, 2020

Classification: Gross Hourly Rate:		Principal $249.98	Project Engineer II $200.86	Project Manager I $158.35	Senior Engineer I $115.95	Engineer I $91.11	Senior Planner I $124.96	Planner I $94.85	Land Surveyor $127.21	Senior Technician I $112.93	Technician II $94.63	Administrative/ Accounting Assistant $64.92	Other Costs
A. BASIC SERVICES													
1. Construction Phase:													
Prepare copies of conformed plans/specs for use by Contractor					4							1	
Prepare electronic files for contractor use					4								
Develop COP in accordance with MoDOT requirements			1		2								
Set up const. documentation paperwork, file folders, project binders, etc.													
Attend and conduct preconstruction conference and distribute minutes			10		10	8							
Review shop drawings, material certifications					4	8							
Project Manager Field Visits/Site Inspections (3 days @ 12hrs/day)						36							
Travel to/from Site - PM Site Visit (3 trips)						24							
Office Support					4	18							
Prepare change orders, pay requests					4	4							
Review payrolls					4							1	
Attend and Conduct Pre-Pave Meeting					10								
PM Weekly Construction Meetings Conference Call (0.5 hour/week, 8 weeks)					4								
Respond to field issues throughout duration of project					8	14							
Attend and conduct final inspection					10	10							
Verify completion of punch list (conducted by RE)					4								
Prepare and submit record drawings					8	16				6			
Prepare and submit Final Testing Report / Closeout Report			2		18	16							
Final DBE Documentation					2								
Update & Submit ALP to show As Built Conditions			2		2								
Total hours =	279	0	15	0	102	154	0	0	0	6	0	2	(1,2,3,4,5)
Total =	$122,014.41	$0.00	$3,012.94	$0.00	$11,827.02	$14,031.45	$0.00	$0.00	$0.00	$677.56	$0.00	$129.84	$92,335.59
2. N/A													
Total hours =	0	0	0	0	0	0	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PART A SUBTOTAL =		**$122,014.41**											
GRAND TOTAL =		**$122,014.41**											

Construction Observation Services
Allgeier Martin and Associates, Inc.
Estimate of Costs

April 15, 2020

Joplin Regional Airport

Reconstruction and Realignment of Dennis Weaver Drive

CLASSIFICATION	Hours	RATE	EXTENDED COST
Construction Observation Services			
Project Representative III	588	$ 116.00	$ 68,208.00
Direct Pass thru Costs			
Travel	2010	$ 0.57	$ 1,145.70
Established Contract Ceiling			**$ 69,353.70**

Summary of Hours - Breakdown			
Description	**Days**	**Hrs/Day**	**Total Hrs**
Daily Inspection	52	9	468
Final Inspection & Meetings	15	8	120
		Total	**588**
Description	**Travel Days**	**Miles/Day**	**Total Miles**
Mileage	67	30	2010

60 Calendar Days = 52 Working Days at 6 Days per Week

PALMERTON & PARRISH, INC.

Projected Costs Construction Materials Testing

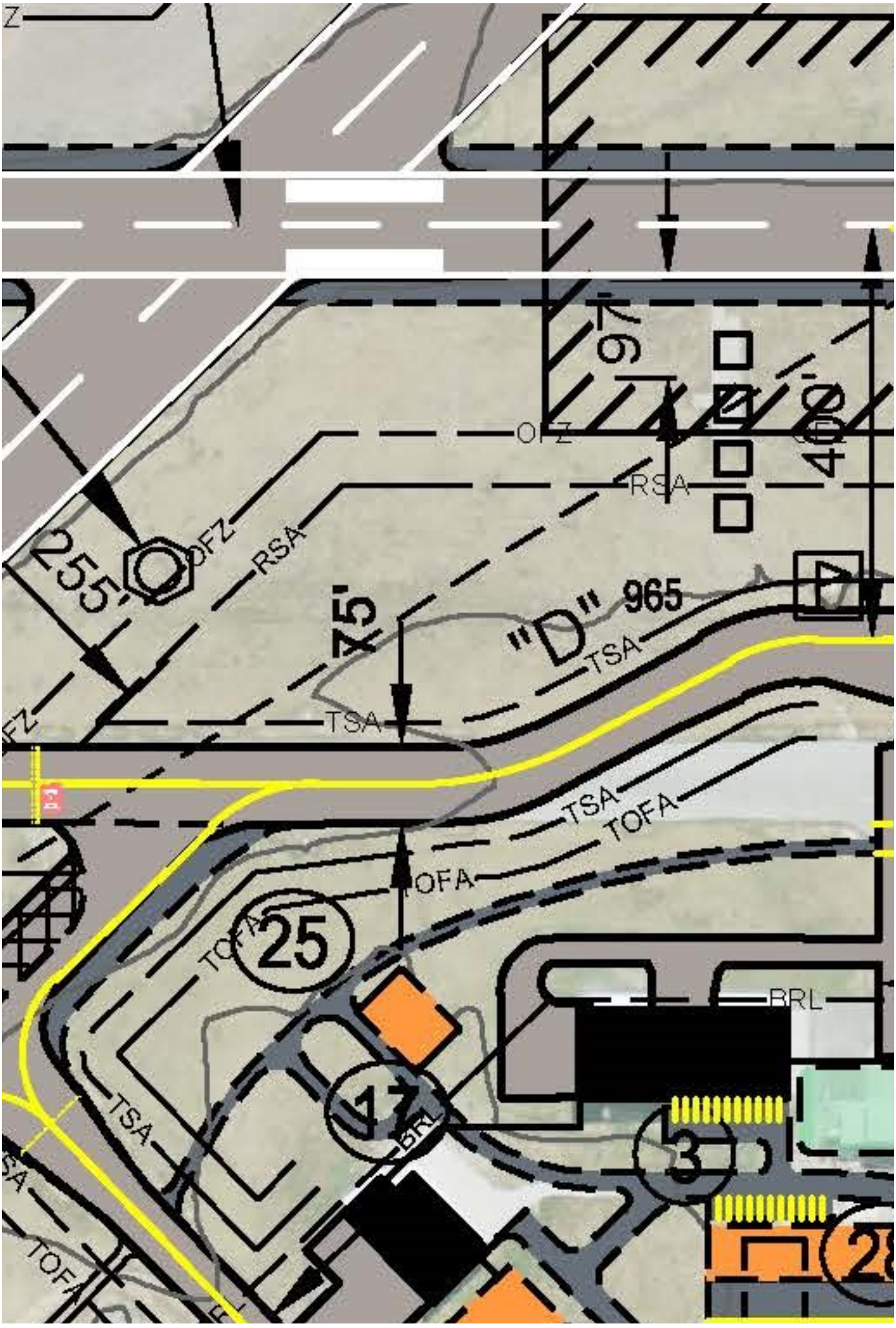
CLIENT : Crawford Murphy & Tilly, Inc.

PROJECT : Reconstruction & Realignment of Dennis Weaver Drive

LOCATION: Joplin Regional Airport - Joplin, Missouri

DATE : March 6, 2020

NO.	ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
	Clerical & Management / Review				
1	Engineer Review & Attend Pre-Con Meeting	$160.00	/hr.	8.00	$1,280.00
2	Clerical	$64.00	/hr.	6.00	$384.00
3	Mileage	$0.67	/mi.	120.00	$80.40
	Subtotal; Clerical & Management / Review				**$1,744.40**
	Unclassified Excavation (2035000) - 7,144 CY				
1	Field Tech w/ Travel for Soil Sample Pickup	$72.00	/hr.	3.00	$216.00
2	Field Tech w/ Travel to Perform Proof Rolling (5 trips x 2 hrs per trip)	$72.00	/hr.	10.00	$720.00
3	Atterberg Limits	$93.00	/ea.	3.00	$279.00
4	Gradation	$110.00	/ea.	3.00	$330.00
5	Standard Proctor	$236.00	/ea.	3.00	$708.00
6	Mileage	$0.67	/mi.	125.00	$83.75
	Subtotal; Unclassified Excavation				**$2,336.75**
	Subbase Course (3040506) - 8,088 CY				
1	Field Tech w/ Travel for Density Testing (6 trips x 3 hrs per trip)	$72.00	/hr.	18.00	$1,296.00
2	Field Density Tests	$12.50	/ea.	25.00	$312.50
3	Atterberg Limits	$93.00	/ea.	1.00	$93.00
4	Gradation	$110.00	/ea.	1.00	$110.00
5	Standard Proctor	$236.00	/ea.	1.00	$236.00
6	Mileage	$0.67	/mi.	125.00	$83.75
	Subtotal; Subbase Course				**$2,131.25**
	Bituminous Material Testing (4030101) - 741.3 Tons				
1	Field Tech to Perform Asphalt Sampling (1 trips x 12 hrs per trip)	$72.00	/hr.	12.00	$864.00
2	Hot Mix Asphalt Testing (1 test per lot x 1 lot)	$500.00	/ea.	1.00	$500.00
3	Field Tech to Cut Cores (by Contractor)	$72.00	/hr.	0.00	$0.00
4	Core Density	$43.00	/ea.	6.00	$258.00
5	Mileage	$0.67	/mi.	120.00	$80.40
	Subtotal; Bituminous (4030101)				**$1,702.40**
	Bituminous Material Testing (4030106) - 3,482.4 Tons				
1	Field Tech to Perform Asphalt Sampling (4 trips x 12 hrs per trip)	$72.00	/hr.	48.00	$3,456.00
2	Hot Mix Asphalt Testing (1 test per lot x 4 lots)	$500.00	/ea.	4.00	$2,000.00
3	Field Tech to Cut Cores (by Contractor)	$72.00	/hr.	0.00	$0.00
4	Core Density	$43.00	/ea.	24.00	$1,032.00
5	Mileage	$0.67	/mi.	360.00	$241.20
	Subtotal; Bituminous (4030106)				**$6,729.20**
	Subgrade Compaction (2101006A) - 21 Sta.				
1	Field Tech w/ Travel for Density Testing (12 trips x 3 hrs per trip)	$72.00	/hr.	36.00	$2,592.00
2	Field Density Tests	$12.50	/ea.	25.00	$312.50
3	Mileage	$0.67	/mi.	250.00	$167.50
	Subtotal; Subgrade Compaction				**$3,072.00**
	6 in. Concrete Median Strip (6083006) - 32.3 SY				
1	Field Tech to Perform Concrete Testing	$72.00	/hr.	5.00	$360.00
2	Concrete Cylinders - Tested	$14.00	/ea.	6.00	$84.00
3	Mileage	$0.67	/mi.	50.00	$33.50
	Subtotal; 6 in. Concrete Median Strip				**$477.50**
	TOTAL ESTIMATED COST				**$18,193.50**
	NOT-TO-EXCEED COST W/ 10% CONTINGENCY				**$20,012.85**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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-142 Authorization to accept a grant from the U.S. Department of Transportation, Federal Transit Administration Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") to help offset operational expenses related to the Metropolitan Area Public Transit System (MAPS) and Sunshine Lamp Trolley.

MEETING DATE
June 1, 2020

ORIGINATING DEPT
Public Works/Transit

ATTACHMENTS
CB2020-142 Ordinance; Federal Transit Administration Grant

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

SUMMARY
This project includes Three Million One Hundred Seventy-Six Thousand Four Hundred Eighty-Five and no/100 dollars ($3,176,485.00) of federal funding (up to 100% federal share) for operations activities incurred beginning 01/20/2020. Operations activities to be funded are salaries, fuel, maintenance, personal protective equipment and other operational expenses.

BACKGROUND
This grant utilizes CARES Act funding to help respond to and recover from the COVID-19 emergency. The City of Joplin applied for its full allocation of CARES Act funds in the amount of $3,176,485.00 to fund operating expenses for the MAPS and Sunshine Lamp Trolley. The City of Joplin agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

FUNDING SOURCE
US Department of Transportation, Federal Transit Administration Grant

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

COUNCIL BILL NO. 2019-142 ORDINANCE NO.

AN ORDINANCE Authorizing the acceptance of a grant from the U.S. Department of Transportation, Federal Transit Administration (FTA) Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") to help the City of Joplin respond to and recover from the COVID-19 emergency by providing up to 100% reimbursement of operational expenses related to the Metropolitan Area Public Transit System (MAPS) and Sunshine Lamp Trolley, 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, MISSOURI, as follows:

Section 1. That the agreement by and between the City of Joplin and the U.S. Department of Transportation, Federal Transit Administration Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") not to exceed the amount of Three Million One Hundred Seventy-Six Thousand Four Hundred Eighty-Five and no/100 dollars ($3,176,485.00); a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	MO-2020-015-00
Temporary Application Number	3087-2020-1
Award Name	City of Joplin CARES Operations Grant
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	5/12/2020	
Original Period of Performance End Date	9/30/2023	
Current Period of Performance End Date	9/30/2023	Revision #: 0

Part 1: Recipient Information

Name: Joplin, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
3087	City	CITY OF JOPLIN	010649846

Location Type	Address	City	State	Zip
Headquarters	602 S MAIN ST	JOPLIN	MO	648012316
Physical Address	602 S MAIN ST	JOPLIN	MO	64801
Mailing Address	602 S MAIN ST	JOPLIN	MO	64801

Union Information

There are no union contacts for this application

Part 2: Award Information

Title: City of Joplin CARES Operations Grant

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
MO-2020-015-00	Active (Executed)	Grant	4/23/2020	4/23/2020	No

Award Executive Summary

The grant utilizes CARES Act funding to help respond to and recover from the COVID-19 emergency situation. The City of Joplin is applying for its full allocation of CARES Act funds in the amount of $3,176,485 to fund operating expenses including salaries, fuel, personal protective equipment, and operational expenses for the Metropolitan Area Publictransit System (MAPS) and Sunshine Lamp Trolley. "The City of Joplin agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass0through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company."

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	shannon.graves@dot.gov	Transportation Program Specialist		
Robert	Lolley	Transportation Coordinator	rlolley@joplinmo.org	417-625-4793

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$3,176,485
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,176,485**

Award Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MO-2020-015-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$3,176,485.00	$0.00	$3,176,485.00	0
MO-2020-015-01-00	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	$3,176,485.00	$0.00	$3,176,485.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
MO-90-X358	MO-2020-015-01-00	OPERATING ASSISTANCE	300-00 (300)	A1	290000	Missouri	2020.29.90.CV.1	04	Urbanized Area Formula Grants (CARES Act)	$3,176,485	$3,176,485

Part 3: Project Information

Project Title: CARES Act Operations

Project Number	Temporary Project Number	Date Created	Start Date	End Date
MO-2020-015-01-00	3087-2020-1-P1	4/23/2020	1/20/2020	6/30/2023

Project Description
This project includes $3,176,485 of federal funding (up to 100% federal share) for operations activities incurred beginning 01/20/2020. Operations activities to be funded are salaries, fuel, maintenance, personal protective equipment, and other operational expenses.

Project Benefits
This project will provide the City of Joplin with operating funds to provide transportation services through its MAPS and Sunshine Lamp Trolley services. The COVID-19 pandemic has greatly reduced the sales tax collections normally used to fund public transportation. Without this grant, Joplin might be able to provide public transportation.

Additional Information
None provided.

Location Description
MAPS serves the citizens of Joplin, Webb City, Carterville, Duenweg, and Oronogo. The Sunshine Lamp Trolley serves the citizens of Joplin.

Security
Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
293470	Joplin, MO

Congressional District Information

State	District	Representative
Missouri	7	Billy Long

Program Plan Information

STIP/TIP
Date: 9/26/2019
Description: Transit projects are listed on 23-26 of the attached TIP.

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: 10/25/2010
Description: The transit section are pages 2-10 through 2-16.

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$3,176,485
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,176,485**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
MO-2020-015-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$3,176,485.00	$0.00	$3,176,485.00	0
MO-2020-015-01-00	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	$3,176,485.00	$0.00	$3,176,485.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	0

Extended Budget Description
Operating Expenses

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$3,176,485
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,176,485**

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	CARES Grant eligibility began 1/20/2020.
End Date	6/30/2023	Operational funds expended.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/11/2020

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By	Shannon Graves
Comment Type	FTA Post Review Comments for Grantee
Date	4/29/2020
	Initial comment:
Comment	1. Please extend out the Application End Date 3 months. Currently, the Application End Date and the Operating Milestone End date are the same. Adding the 3 months to the Application End date allows time for the grantee to reconcile and closeout the grant after the activity is completed.

Application Review Comments

Comment By	Shannon Graves
Comment Type	Application Details
Date	5/5/2020
Comment	Initial comment addressed. Application is ready to move forward.

Application Review Comments

Comment By	Beth Held
Comment Type	Environmental Findings
Date	5/11/2020
Project Title	CARES Act Operations
Project Number	MO-2020-015-01-00
Comment	This application utilizes CARES Act funding to assist and reimburse the operating costs associated with the response and recovery from the COVID-19 pandemic, to fund operating expenses including salaries, fuel, personal protective equipment, and operational expenses for the Metropolitan Area Public transit System (MAPS) and Sunshine Lamp Trolley, is found compliant as a Categorical Exclusion under 23 CFR Part 771.118 (c)(4).

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-26, October 1, 2019)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Joplin, City Of

Recipient ID: 3087

DUNS No: 010649846

Award Information

Federal Award Identification Number: MO-2020-015-00

Award Name: City of Joplin CARES Operations Grant

Award Start Date: 5/12/2020

Original Award End Date: 9/30/2023

Current Award End Date: 9/30/2023

Award Executive Summary: The grant utilizes CARES Act funding to help respond to and recover from the COVID-19 emergency situation. The City of Joplin is applying for its full allocation of CARES Act funds in the amount of $3,176,485 to fund operating expenses including salaries, fuel, personal protective equipment, and operational expenses for the Metropolitan Area Publictransit System (MAPS) and Sunshine Lamp Trolley. "The City of Joplin agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass0through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company."

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $3,176,485.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $3,176,485.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $3,176,485.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	$3,176,485
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$3,176,485**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified
Original Certification Date: 5/12/2020

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Mark Bechtel
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: mark.bechtel@dot.gov
Award Date: 5/12/2020

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Joplin, City Of

CLOSING DATE:	13-Mar-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Rick Woods /Kim Newhouse
Demolition of all structures		LOCATION:	1011 S. Jackson Ave.

COMPANY	BIDS
B & D Yardbuilders	$1,995.00
Big John's Heavy Equipment	$3,100.00
Camcor	$2,699.99
Gator Industrial	$2,600.00
James Edwards	$3,800.00
Kong Excavation	$24,800.00
Nelson's Enterprises	$2,600.00



COUNCIL BILL 2020-354
1011 S. JACKSON AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 354, Building Regulations

MEETING DATE
June 1, 2020

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings 1011 S. Jackson Avenue.

BACKGROUND
The above listed address was "tagged" as a dangerous building on July 15, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 28, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on March 13, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$2,600.00
B & D Yardbuilders	$1,995.00
Big Johns	$3,100.10
Nelson Enterprises	$2,699.99
Camcor	$ 4,475.25
Kong Excavation	$ 24,800.00
James Edwards	$ 3,800.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $1995.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2020- 354, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 354 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1011 S. Jackson Ave. in the City of Joplin, Missouri, for One Thousand Nine Hundred Ninety-five and 00/100 Dollars ($1,995.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B&D Yardbuilders in the amount of One Thousand Nine Hundred Ninety-five and 00/100 Dollars ($1,995.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1011 S. Jackson Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1011 S. Jackson Ave. and legally described as:

ALL OF LOT NUMBERED ONE HUNDRED FORTY-ONE (141) IN CARTER'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. EXCEPT ANY PART TAKEN OR DEEDED FOR RAILROAD RIGHT-OF-WAY

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

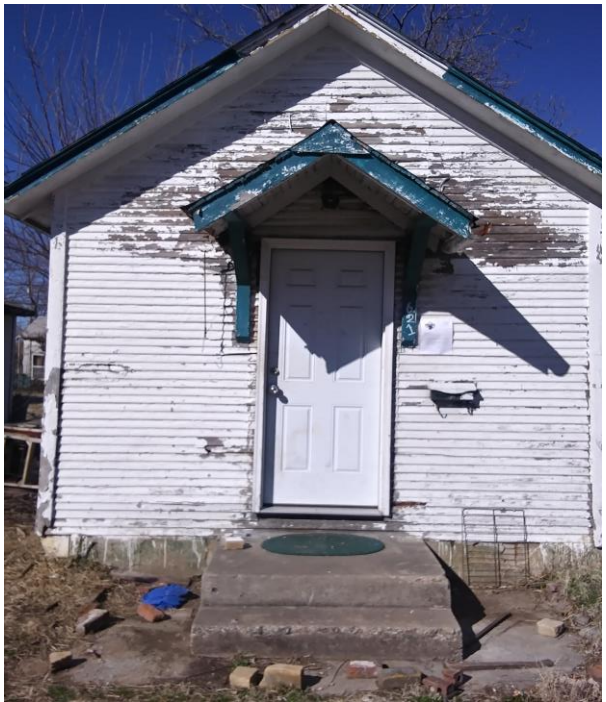
CLOSING DATE:	13-Mar-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Rick Woods /Kim Newhouse
Demolition of all structures		LOCATION:	617, 619, 621 E. 13th St

COMPANY	BIDS
B & D Yardbuilders	$5,900.00
Big John's Heavy Equipment	$4,900.00
Camcor	$4,896.00
Gator Industrial	$2,850.00
James Edwards	$7,502.00
Kong Excavation	$17,000.00
Nelson's Enterprises	$5,800.00





COUNCIL BILL 2020-355
617, 619 & 621 E. 13TH ST.



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 355, Building Regulations

MEETING DATE
June 1, 2020

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Industrial to remove the structures, and any remaining debris including foundation and footings 617,619, & 621 E. 13TH St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on September 16, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 28, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on March 13, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$2,850.00
B & D Yardbuilders	$5,900.00
Big Johns	$4,900.00
Nelson Enterprises	$5,800.00
Camcor	$ 4,896.00
Kong Excavation	$ 17,000.00
James Edwards	$ 7,502.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Industrial for $2,850.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2020- 355, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 355 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 617, 619 & 621 E. 13TH St. in the City of Joplin, Missouri, for Two Thousand Eight Hundred Fifty and 00/100 Dollars ($ 2,850.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Industrial in the amount of Two Thousand Eight Hunred Fifty and 00/100 Dollars ($ 2,850.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 617, 619 & 621 E. 13TH St.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 617, 619, & 621 E. 13TH St. and legally described as:

ALL OF LOT NUMBERED SIX (6) IN CAMPBELL'S SIXTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	13-Mar-2019	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Rick Woods /Kim Newhouse
Demolition of all structures		LOCATION:	231 S. Park Ave.

COMPANY	BIDS
B & D Yardbuilders	$4,624.00
Big John's Heavy Equipment	$4,250.00
Camcor	$5,852.25
Gator Industrial	$3,300.00
James Edwards	$7,000.00
Kong Excavation	$30,000.00
Nelson's Enterprises	$4,299.00


COUNCIL BILL 2020-357
231 S. PARK AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2020- 357, Building Regulations

MEETING DATE
June 1, 2020

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Gator Industrial to remove the structures, and any remaining debris including foundation and footings 231 S. Park Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on October 1, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On February 28, 2020, an advertisement for bids was published in the Joplin Globe with bids being received on March 13, 2020 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Gator Demolition	$3,300.00
B & D Yardbuilders	$4,624.00
Big Johns	$4,250.20
Nelson Enterprises	$4,299.00
Camcor	$ 5, 852.25
Kong Excavation	$ 30,000.00
James Edwards	$ 7,000.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Gator Industrial for $3,300.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2020- 357, Photograph of Property, Bid Tabulation

COUNCIL BILL NO. 2020 – 357 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Gator Industrial for the demolition of the structure(s) and clearing of lot area located at 231 S. Park Ave. in the City of Joplin, Missouri, for Three Thousand Three Hundred and 00/100 Dollars ($3,300.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Gator Industrial in the amount of Three Thousand Three Hundred and 00/100 Dollars ($3,300.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 231 S. Park Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 231 S. Park Ave. and legally described as:

ALL OF LOT NUMBERED TWO HUNDRED SEVENTY-THREE (273) IN THE Y.M.C.A. ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2020, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-143 Amendment 1 to Work Authorization BW-Conn-TC0606 with Bartlett & West, Inc.

MEETING DATE
June 1, 2020

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2020-143; Amendment 1; Map

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve Amendment 1 to Work Authorization BW-Conn-TC0606 with Bartlett & West, Inc. in the not to exceed amount of Two Hundred Forty-Eight Thousand Five Hundred Ninety-Six and 00/100 dollars ($248,596.00) for engineering services for the Connecticut Avenue Widening project.

BACKGROUND
In August 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of Connecticut Avenue from 32nd St. to 44th St. In December 2016 City Council approved a work authorization with Bartlett & West, Inc. who was partnered with Allgeier Martin & Associates (AMA) for engineering services for this project. This work authorization included engineering consulting services for the full design, bidding and construction phase services for the intersection of 32nd and Connecticut, which is currently under construction as a cost share project between the City of Joplin and MoDOT. Also included in this work authorization was the completion of 60% Right of Way (ROW) plans for Connecticut Ave. between the 32nd St. Intersection project and I-44. The scope of work covered by this original work authorization has been completed, and an amendment is required to complete the final design plans for Connecticut.

Amendment 1 to Work Authorization BW-Conn-TC606 is for the completion of the final design plans from the 32nd & Connecticut intersection to I-44, along with engineering services through the bidding and contract award phase of the project. The project scope is to widen Connecticut Avenue to five lanes, with a 10’ wide walking trail on the west side and a 6’ wide sidewalk on the east side. City staff has reviewed the fees submitted by Bartlett & West and Allgeier Martin & Associates for the engineering services and found them to be within industry standards. The services included with this amendment are scheduled to be completed by March 2021.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION

Staff recommends approval of Council Bill 2020-143, Amendment 1 to Work Authorization BW-Conn-TC0606 with Bartlett & West, Inc. in the not to exceed amount of Two Hundred Forty-Eight Thousand Five Hundred Ninety-Six and 00/100 dollars ($248,596.00) on first reading

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: BARTLETT & WEST, INC. Address: 1719 SOUTHRIDGE DR., SUITE 100 JEFFERSON CITY, MO 65109	
Attention: DAVID HERTZBERG, P.E.		Attention: TODD KEMPKER, P.E.	
Department: PUBLIC WORKS		Phone: (573) 659-6734	Fax: (573) 634-7904
Phone: (417) 624-0820	Fax: (417) 625-4738		

AMENDMENT __1__ TO WORK AUTHORIZATION NUMBER _BW-Conn-TC0606_

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number BW-Conn-TC0606 exceed the sum of two hundred forty-eight thousand five hundred ninety-six Dollars ($248,596.00).

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Bartlett & West, Inc.

By: Todd Kempker

Printed Name: Todd Kempker

Title: Sr. Project Manager

Date: 5/18/2020

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A

TABLE OF CONTENTS

	Page Numbers
Scope of Services	6-20
Period of Service	21
Consultant Fee Estimate	22-23
Subconsultant Fee Estimate	24

Engineering Services Agreement

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

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

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

A1.01 *Conceptual Phase*

~~A. Engineer shall:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Billing/Payment Processing Options

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.03 *Utility Requirements*

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

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

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

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

A1.04 Surveying Services – General

~~A. Control Survey~~

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

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

~~B. Engineering Survey~~

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

~~C. Property Boundary Survey/Right-of-way Survey/Easements~~

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

~~D. Right-of-way and Easement Description Preparation~~

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

E. Right-of-way and Easement Staking

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

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

F. Existing United States Public Land Survey System Corners

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

G. Survey Records

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

~~H. Other Services~~

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

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

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

~~B. Determine parcel size.~~

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

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

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

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

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

A1.06 Final Design Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A1.07 Bidding Phase

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

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

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

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

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

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

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

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

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

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

A1.08 Construction Phase

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

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

~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth. The RPR shall comply with the state and federal (if applicable) prevailing wage laws including, but not limited to performing interviews as necessary to comply with state and federal (if applicable) prevailing wage laws.~~

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

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

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

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

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

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

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

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

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

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

~~11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.~~

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

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

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

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

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

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

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

18. *Inspections and Tests:*

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

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

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

19. *Change Proposals and Claims:*

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

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

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

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

quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

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

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

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

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

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

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

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon

written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

~~*A1.09 Post-Construction Phase*~~

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

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

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

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

~~a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.~~

~~b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.~~

~~c) A final list of acceptance testers used on the project and a certification stating:~~

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

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

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

~~d) Contractor certification and city recommendation.~~

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

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

~~e) Final Invoice~~

~~f) Final Detailed Estimate of Quantities~~

~~g) Contractor's Affidavit Regarding Settlement of Claims~~

~~h) Final Change Order (if needed)~~

~~i) Affidavit (Compliance with Prevailing Wage Law)~~

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

PERIOD OF SERVICE

The Consultant shall make submittals in accordance with the schedule described below:

Final Plans (Conn Ave Widening) by March 15, 2021

ENGINEERING FEE ESTIMATE
CIST PROJECT #TC0606
CONNECTICUT AVENUE WIDENING FROM 32ND STREET TO I-44
CITY OF JOPLIN, JASPER COUNTY, MISSOURI

TASK 4 - FINAL PLANS, SPECIFICATIONS, & ESTIMATE

Labor:	A	Engineer VII	67	@	$	196.00		$	13,132.00	
	B	Engineer V	159	@	$	167.00		$	26,553.00	
	C	Engineer II	758	@	$	133.00		$	100,814.00	
	D	Engineer I	456	@	$	118.00		$	53,808.00	
	E	Surveyor VII	2	@	$	179.00		$	358.00	
	F	Administrator III	10	@	$	101.00		$	1,010.00	
		Sub-Total Labor	1452				Subtotal	$	195,675.00	
							TOTAL LABOR - TASK 4			$ 195,675.00
Expenses:										
	Office									
		Printing and Plotting	1	@	$	250.00	lump sum	$	250.00	
		Postage & Delivery	1	@	$	50.00	lump sum	$	50.00	
		Mileage (trav to 1 mtg)	75	@	$	0.575	per mile	$	43.00	
	Subconsultant Costs									
		Allgeier Martin & Associates	1	@	$	37,456.00	lump sum	$	37,456.00	
							TOTAL EXPENSES - TASK 4			$ 37,799.00
								TOTAL COST - TASK 4		$233,474.00

TASK 5 - BID & CONSTRUCTION PHASE

Labor:	A	Engineer VII	29	@	$	196.00		$	5,684.00	
	B	Engineer V	31	@	$	167.00		$	5,177.00	
	C	Engineer II	26	@	$	133.00		$	3,458.00	
	D	Engineer I	4	@	$	118.00		$	472.00	
	E	Surveyor VII	0	@	$	179.00		$	-	
	F	Administrator III	2	@	$	101.00		$	202.00	
		Sub-Total Labor	92				Subtotal	$	14,993.00	
							TOTAL LABOR - TASK 5			$ 14,993.00
Expenses:										
	Office									
		Mileage (trav to 3 mtgs)	225	@	$	0.575	per mile	$	129.00	
							TOTAL EXPENSES - TASK 5			$ 129.00
								TOTAL COST - TASK 5		$15,122.00

TOTAL ESTIMATED FEE **$248,596**

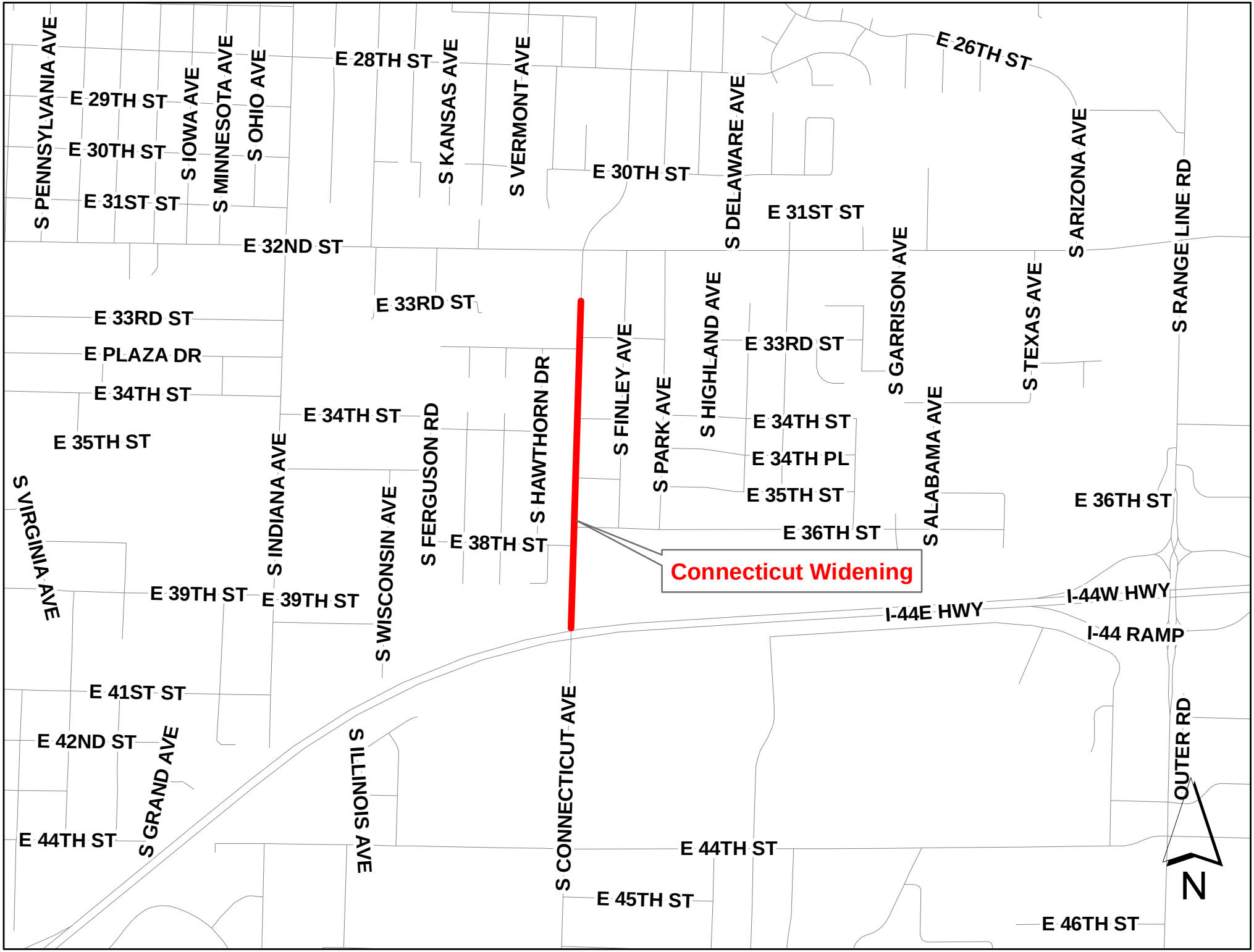
ENGINEERING FEE ESTIMATE								
CIST PROJECT #TC0606	Bartlett & West Personnel							
CONNECTICUT AVENUE WIDENING FROM 32ND STREET TO I-44								
CITY OF JOPLIN, JASPER COUNTY, MISSOURI	E-VII	E-V	E-II	E-I	S-VIII	Admin		Total
	A	B	C	D	E	F		Hours
TASK 4 - FINAL PLANS, SPECIFICATIONS, & ESTIMATE								
Answer questions from the City during right of way acquisition. Revise plan/profile sheets twice per property to incorporate any changes based on property owner requests during right of way negotiation.	4	24	40					68
Perform utility relocation services and assistance during ROW negotiations **by AMA**								0
Perform utility requirements per A1.04-E of City Agreement **by AMA**								0
Additional survey at bridge over I-44 and tie into the 32nd Street intersection **by AMA**								0
Incorporate additional survey into topo file	1		8					9
Adjust roadway alignment and profile based on survey of bridge	1	2	4					7
Prepare final title sheet		1		4				5
Prepare final typical section sheets		1	2	8				11
Prepare final plan & profile sheets	2	8	80	20				110
Prepare final sideroad plan & profile sheets	1	4	20	40				65
Prepare final intersection detail sheets		2	40	20				62
Prepare final entrance detail sheets		1	8	40				49
Prepare final control points sheet		1		4	2			7
Prepare culvert and inlet drainage design sheets (including pipe profiles)	2	16	80	40				138
Prepare detail sheets for concrete channel from Connecticut to west side of Hawthorne		2	8	16				26
Prepare traffic control plan sheets		4	60	20				84
Prepare demolition plan and detail sheets		4	16	40				60
Prepare temporary erosion control sheets		2	16	32				50
Prepare permanent lighting sheets	2	8	60	24				94
Prepare permanent pavement marking sheets		1	8	20				29
Prepare final cross section sheets with storm sewer, ROW, and easement details shown	4	24	160	40				228
Calculate final quantities. Prepare summary of quantities sheet.		2	16	24				42
Prepare final construction estimate		2	16					18
Provide technical criteria, written descriptions, and design data to City for permitting.	1	4	12					17
Provide internal peer review of final plans, specifications and estimate. (QA/QC) Provide comments.	8	16						24
Provide QA/QC review of plans and estimate **by AMA**								0
Incorporate appropriate comments from peer review		4	24	40				68
Develop technical specifications and bidding documents (assume using City specifications and bidding documents edited by Engineer)	4	8	60					72
Submit 6 sets of review plans, specifications, and estimate to City	2					2		4
Attend Final Plans review meeting at City Hall (assume 1 mtg in person, incl travel time, & 2 mtgs via conf call)	6	2	6					14
Prepare minutes of progress meetings. Provide action items (within 2 weeks)	2		2					4
Incorporate appropriate final comments from City review into final plans, specifications, & estimate	1	4	12	24				41
Prepare & submit sealed electronic plans, specifications, & estimate to City	2	4						6
Provide project admin during final plans phase (invoices, progress reports, budget tracking)	24	8				8		40
Subtotal Task 4	**67**	**159**	**758**	**456**	**2**	**10**		**1452**
TASK 5 - BID & CONSTRUCTION PHASE								
Submit plans and specifications to online plan room for advertisement		1	2					3
Provide bidder consultation to City to interpret intent of rdwy plans/specs	4	8						12
Prepare addendum on behalf of City (assume 1)	2	4	8	4				18
Attend prebid meeting (assume 1 attending, incl travel time)	4							4
Attend bid opening meeting (assume 1 attending, incl travel time)	4							4
Prepare bid tab, check contractor references, and recommend award of bid	1	4	8					13
Attend pre-construction conference (assume 1 attending, incl travel time)	4							4
Provide construction consultation on behalf of City to interpret intent of rdwy plans/specs	4	12	8					24
Shop drawing and material reviews not included								0
Construction phase utility relocation services and oversight not included								0
Construction phase engineering services not included								0
Resident Project Representation Services not included								0
Certified Payroll Review not included								0
Add'l services (to be authorized by City)								0
Provide project admin during bid/const (emails, ph calls, conf calls, invoices, progress reports, budget ctrl)	6	2				2		10
Subtotal Task 5	**29**	**31**	**26**	**4**	**0**	**2**		**92**

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

CONNECTICUT AVENUE WIDENING PROJECT FROM 32ND STREET TO I-44 OVERPASS
SCOPE AND ESTIMATED FEE
FOR ALLGEIER MARTIN AND ASSOCIATES 9/17/2018

	Hours	Position	Rate	Cost		
FINAL DESIGN PHASE-						
TOPOGRAPHIC SURVEY OF NEW BRIDGE APPROACH						
	2	RLS	$ 170	$ 340		
	8	GPS Survey Crew	$ 185	$ 1,480		
	8	Tech II	$ 100	$ 800		
	4	Eng. IV	$ 195	$ 780		
				Subtotal	$	3,400
UTILITY REQUIREMENTS (per A1.04-E. of City Agreement)						
	4	RLS	$ 166	$ 664		
	24	GPS Survey Crew	$ 185	$ 4,440		
	4	Tech III	$ 112	$ 448		
	16	Eng. IV	$ 195	$ 3,120		
				Subtotal	$	8,672
REVIEW OF PLANS, ESTIMATES & MEETINGS						
	80	Eng. IV	$ 195	$ 15,600		
				Subtotal	$	15,600
UTILITY RELOCATION SERVICES AND ASSISTANCE DURING ROW NEGOTIATIONS						
	50	Eng. IV	$ 195	$ 9,750		
				Subtotal	$	9,750
Mileage	60	Miles	$ 0.56	$ 34		
				Subtotal	$	34
		FINAL DESIGN PHASE TOTAL			$	37,456

ALLGEIER MARTIN TOTAL ESTIMATED FEE $ 37,456


S PENNSYLVANIA AVE
E 29TH ST
E 30TH ST
E 31ST ST
S IOWA AVE
S MINNESOTA AVE
S OHIO AVE
E 28TH ST
S KANSAS AVE
S VERMONT AVE
E 30TH ST
S DELAWARE AVE
E 26TH ST
E 31ST ST
S ARIZONA AVE
S RANGE LINE RD
E 32ND ST
E 33RD ST
E 33RD ST
E PLAZA DR
E 34TH ST
S HAWTHORN DR
S FINLEY AVE
S HIGHLAND AVE
E 33RD ST
S GARRISON AVE
S TEXAS AVE
E 34TH ST
E 34TH ST
S FERGUSON RD
S PARK AVE
E 34TH ST
E 34TH PL
S ALABAMA AVE
E 35TH ST
E 35TH ST
S INDIANA AVE
S WISCONSIN AVE
E 36TH ST
S VIRGINIA AVE
E 38TH ST
E 36TH ST
Connecticut Widening
E 39TH ST
E 39TH ST
I-44W HWY
I-44E HWY
I-44 RAMP
E 41ST ST
E 42ND ST
S GRAND AVE
S ILLINOIS AVE
S CONNECTICUT AVE
OUTER RD
E 44TH ST
E 44TH ST
E 45TH ST
E 46TH ST
N

COUNCIL BILL NO. 2020-143 ORDINANCE NO.

AN ORDINANCE approving Amendment 1 to Work Authorization BW-Conn-TC0606 with Bartlett & West, Inc. in the not to exceed amount of Two Hundred Forty-Eight Thousand Five Hundred Ninety-Six and 00/100 dollars ($248,596.00) for engineering services for the Connecticut Avenue Widening project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Amendment 1 to Work Authorization BW-Conn-TC0606 with Bartlett & West, Inc. in the not to exceed amount of Two Hundred Forty-Eight Thousand Five Hundred Ninety-Six and 00/100 dollars ($248,596.00)) for engineering services for the Connecticut Avenue Widening project, for the City of Joplin, a true and accurate copy of said amendment being attached hereto and incorporated herein, 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 amendment, or agreement in substantially similar form, by and on behalf of the City of Joplin with Bartlett & West, Inc.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Capital Improvement Sales Tax fund.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2020, by a vote of_____.

ATTEST: _____

Gary L. Shaw, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Council Bill 2020-143

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

_____

Leslie Haase, Director of Finance

Case 023-20 Site Plan Review – A request to review the Site Plan for a proposed Senior Living Facility located at 2001 E. 44th Street – Coryell Joplin

Gerald Norton, Olsson Incorporated, 702 S. Main Street, Joplin, MO. He is representing the owners for a Senior Living Facility. Approximately 200,000 square feet, four story building. Mix of apartments and needing a planned development review.

Mr. Ramsour asked if the Commissioners had any questions? They did not. Mr. Ramsour asked if there was anyone who would like to speak in favor to this case? There was not. Mr. Ramsour asked if there was anyone who would like to speak in opposition to this case? There was not.

MRS. KOELKEBECK MOVED, SECONDED BY MR. EASTMAN, CASE 022-20 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MR. DERMOTT, MRS. KOELKEBECK, MRS. BRUCKNER-SEARS (CALL IN), MRS. STEELE, MR. MCCULLOUGH, AND MR. EASTMAN VOTING "AYE". (7 IN FAVOR, 0 NAYS



9A
A402
ENLARGED BUILDING ELEVATION
scale: 1/8" = 1'-0"



4A
A402
ENLARGED BUILDING ELEVATION
scale: 1/8" = 1'-0"



1A
A402
EAST BUILDING ELEVATION
scale: 1/16" = 1'-0"

KEYNOTE LEGEND

07.31 A	ASPHALT SHINGLES OVER SPECIFIED (MANUFACTURER APPROVED) UNDERLAYMENT. SEE ARCHITECTURAL SPECIFICATIONS FOR MORE INFORMATION.
07.46 G	FIBER-REINFORCED CEMENT TRIM BOARD, 4" EXPOSED FACE. SEE SPECIFICATIONS FOR MORE INFORMATION.
07.62 K	PREFORMED, PREFINISHED FASCIA CLOSURE FLASHING WITH INTEGRAL DRIP EDGE (MIN. 1/2") ALONG BOTTOM LEADING EDGE. TOP EDGE TO BE TUCKED BEHIND DRIP EDGE (AND GUTTER IF PRESENT). LOWER EDGE TO BE TUCKED BEHIND SUBFASCIA (AND SOFFIT IF PRESENT) MIN. 1/2". SIZE OF FASCIA ENCLOSURE AS SHOWN IN DETAILS OR AS SPECIFIED BY ARCHITECT. ALL EXPOSED EDGES TO BE HEMMED. PROVIDE MINIMUM 4" LAP JOINT W/ CONTINUOUS SEALANT.
07.71 AA	PREFORMED, PREFINISHED (MIN. 24 GAUGE) 3" WIDE X 5" DEEP RECTANGULAR METAL DOWNSPOUT. SEE SPECIFICATIONS FOR MORE INFORMATION.
07.71 D	PREFORMED, PREFINISHED (MIN. 24 GAUGE) 6" HIGH X 5" DEEP RECTANGULAR METAL GUTTER. USE PREFINISHED GUTTER BRACKETS OF GAUGE THICKER THAN GUTTER AT 24" O.C. TYP. SEE ROOF PLAN FOR DOWNSPOUT LOCATIONS. SEE SPECIFICATIONS FOR MORE INFORMATION.
07.72 B	CONTINUOUS RIDGE VENTS. SEE ROOF PLANS AND SPECIFICATIONS FOR MORE INFORMATION.
07.72 C	ROOF VENTILATION LOUVER (ROOFTOP "TURTLE" VENT). SEE ROOF PLANS AND SPECIFICATIONS FOR MORE INFORMATION.

EXTERIOR ELEVATION LEGEND

V-1	FIBER CEMENT SIDING TEXTURE: SMOOTH ORIENTATION: VERTICAL BOARD/BATTEN EXPOSED FACE: 12" EXPOSED SEE SPECIFICATIONS FOR MORE INFORMATION.
E-1	FIBER CEMENT SIDING TEXTURE: SMOOTH ORIENTATION: HORIZONTAL EXPOSED FACE: 6" EXPOSED SEE SPECIFICATIONS FOR MORE INFORMATION.
S-2	FIBER CEMENT SIDING TEXTURE: SMOOTH ORIENTATION: HORIZONTAL EXPOSED FACE: 4" EXPOSED SEE SPECIFICATIONS FOR MORE INFORMATION.
S-3	FIBER CEMENT SIDING TEXTURE: SMOOTH ORIENTATION: HORIZONTAL EXPOSED FACE: 4" EXPOSED SEE SPECIFICATIONS FOR MORE INFORMATION.
S-4	FIBER CEMENT SIDING TEXTURE: SMOOTH ORIENTATION: HORIZONTAL EXPOSED FACE: 6" EXPOSED SEE SPECIFICATIONS FOR MORE INFORMATION.
EFS	EIFS PATTERN: FINE SAND PEBBLED TEXTURE SEE SPECIFICATIONS FOR MORE INFORMATION.
B-2	EIFS BRICK PATTERN: BRICK RUNNING BOND SEE SPECIFICATIONS FOR MORE INFORMATION.

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architecture + design
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OWNER
TLC PROPERTIES
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PROJECT TEAM
CIVIL ENGINEER
OLSSON ASSOCIATES
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JOPLIN, MO 64801
417.781.0643

STRUCTURAL ENGINEER
METTEMEYER ENGINEERING
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SPRINGFIELD, MO 65807
417.890.8000

MEP ENGINEER
CJD ENGINEERING
2225 W CHESTERFIELD ST #200
SPRINGFIELD, MO 65807
417.877.1700

PROFESSIONAL SEAL
PROFESSIONAL NAME, AIA NCARB
PROFESSIONAL TITLE: ARCHITECT
MO# A4200000

PRELIMINARY
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CONSTRUCTION

REVISIONS

NO.	DESCRIPTION	DATE

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PROJECT TITLE
CORYELL JOPLIN 55+

PROJECT ADDRESS
44TH & CONNECTICUT
JOPLIN, MISSOURI 64804

EXTERIOR ELEVATIONS

PROJECT NO: 19-036
DRAWN BY: HDG
REVIEWED BY: HDG
DATE: 06.04.2020

SHEET
A402

Case 023-20



9A
A401
ENLARGED ELEVATION
scale: 1/8" = 1'-0"



4A
A401
ENLARGED BUILDING ELEVATION
scale: 1/8" = 1'-0"



1A
A401
WEST BUILDING ELEVATION
scale: 1/16" = 1'-0"

KEYNOTE LEGEND

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REVISIONS

NO.	DESCRIPTION	DATE

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PROJECT TITLE
CORYELL JOPLIN 55+

PROJECT ADDRESS
44TH & CONNECTICUT
JOPLIN, MISSOURI 64804

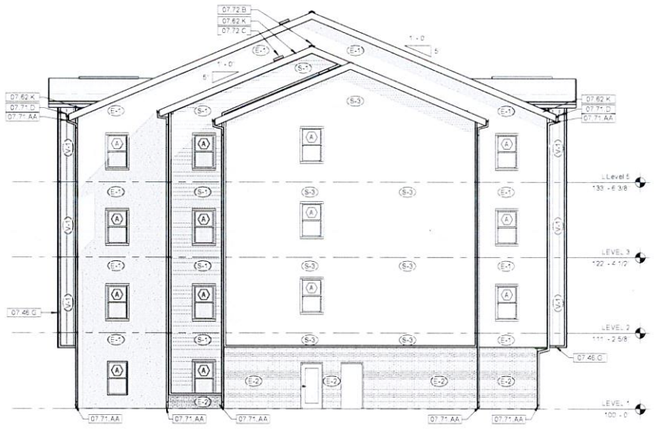
EXTERIOR ELEVATIONS

PROJECT NO: 19-036
DRAWN BY: HDG
REVIEWED BY: HDG
DATE: 06.04.2020

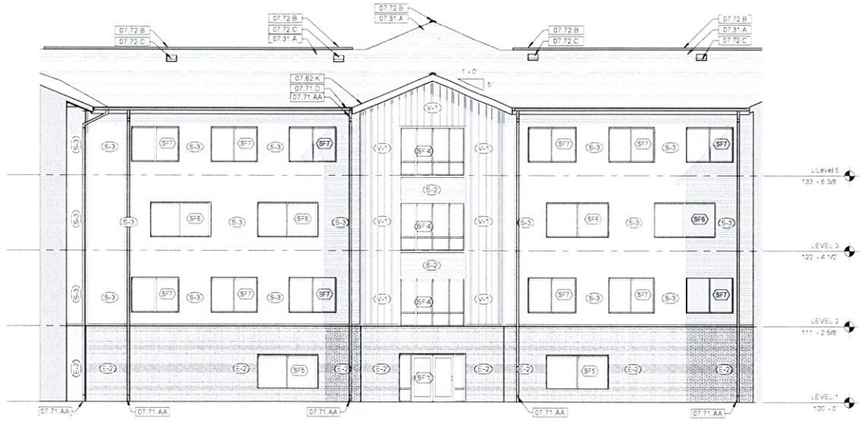
SHEET
A401



10A / A403 SOUTH BUILDING ELEVATION
scale: 1/8" = 1'-0"



6A / A403 SOUTH BUILDING ELEVATION
scale: 1/8" = 1'-0"



6G / A403 SOUTH BUILDING ELEVATION @ COURTYARD
scale: 1/8" = 1'-0"



1A / A403 NORTH BUILDING ELEVATION
scale: 1/8" = 1'-0"

KEYNOTE LEGEND

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07.71 AA	PREFORMED, PREFINISHED (MIN. 24 GAUGE) 8" WIDE X 5" DEEP RECTANGULAR METAL DOWNSPOUT. SEE SPECIFICATIONS FOR MORE INFORMATION.
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07.72 B	CONTINUOUS RIDGE VENTS. SEE ROOF PLANS AND SPECIFICATIONS FOR MORE INFORMATION.
07.72 C	ROOF VENTILATION LOUVER (ROOFTOP "TURTLE VENT") SEE ROOF PLANS AND SPECIFICATIONS FOR MORE INFORMATION.

EXTERIOR ELEVATION LEGEND

(V-1)	FIBER CEMENT SIDING TEXTURE: SMOOTH ORIENTATION: VERTICAL BOARD/BATTEN EXPOSED FACE: 12" EXPOSED SEE SPECIFICATIONS FOR MORE INFORMATION.
(S-2)	FIBER CEMENT SIDING TEXTURE: SMOOTH ORIENTATION: HORIZONTAL EXPOSED FACE: 8" EXPOSED SEE SPECIFICATIONS FOR MORE INFORMATION.
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(S-4)	FIBER CEMENT SIDING TEXTURE: SMOOTH ORIENTATION: HORIZONTAL EXPOSED FACE: 6" EXPOSED SEE SPECIFICATIONS FOR MORE INFORMATION.
(E-1)	EIFS PATTERN: FINE SAND PEBBLED TEXTURE SEE SPECIFICATIONS FOR MORE INFORMATION.
(E-2)	EIFS BRICK PATTERN: BRICK RUNNING BOND SEE SPECIFICATIONS FOR MORE INFORMATION.

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PROFESSIONAL NAME, AIA NCARB
PROFESSIONAL TITLE: ARCHITECT
MO# A-0000000

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PROJECT TITLE
CORYELL JOPLIN 55+

PROJECT ADDRESS
44TH & CONNECTICUT
JOPLIN, MISSOURI 64804

EXTERIOR ELEVATIONS

PROJECT NO: 19-036
DRAWN BY: HDG
REVIEWED BY: HDG
DATE: 06.04.2020

SHEET
A403



9A / A404 ENLARGED BUILDING ELEVATION
scale: 1/8" = 1'-0"



4A / A404 ENLARGED BUILDING ELEVATION
scale: 1/8" = 1'-0"



1A / A404 WEST BUILDING ELEVATION @ COURTYARD
scale: 1/16" = 1'-0"

KEYNOTE LEGEND

07.31.A	ASPHALT SHINGLES OVER SPECIFIED (MANUFACTURER APPROVED) UNDERLAYMENT. SEE ARCHITECTURAL SPECIFICATIONS FOR MORE INFORMATION.
07.46.G	FIBER-REINFORCED CEMENT TRIM BOARD, 4" EXPOSED FACE. SEE SPECIFICATIONS FOR MORE INFORMATION.
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B-1	EIFS BRICK PATTERN: BRICK RUNNING BOND SEE SPECIFICATIONS FOR MORE INFORMATION.

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PROJECT TITLE
CORYELL JOPLIN 55+

PROJECT ADDRESS
44TH & CONNECTICUT
JOPLIN, MISSOURI 64804

EXTERIOR ELEVATIONS

PROJECT NO: 19-036
DRAWN BY: HDG
REVIEWED BY: HDG
DATE: 05.04.2020

SHEET
A404



10A / A405 ENLARGED ELEVATION
scale: 1/8" = 1'-0"



4A / A405 ENLARGED ELEVATION
scale: 1/8" = 1'-0"



1A / A405 EAST BUILDING ELEVATION @ COURTYARD
scale: 1/16" = 1'-0"

KEYNOTE LEGEND

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(E-2) EIFS BRICK — PATTERN: BRICK RUNNING BOND. SEE SPECIFICATIONS FOR MORE INFORMATION.

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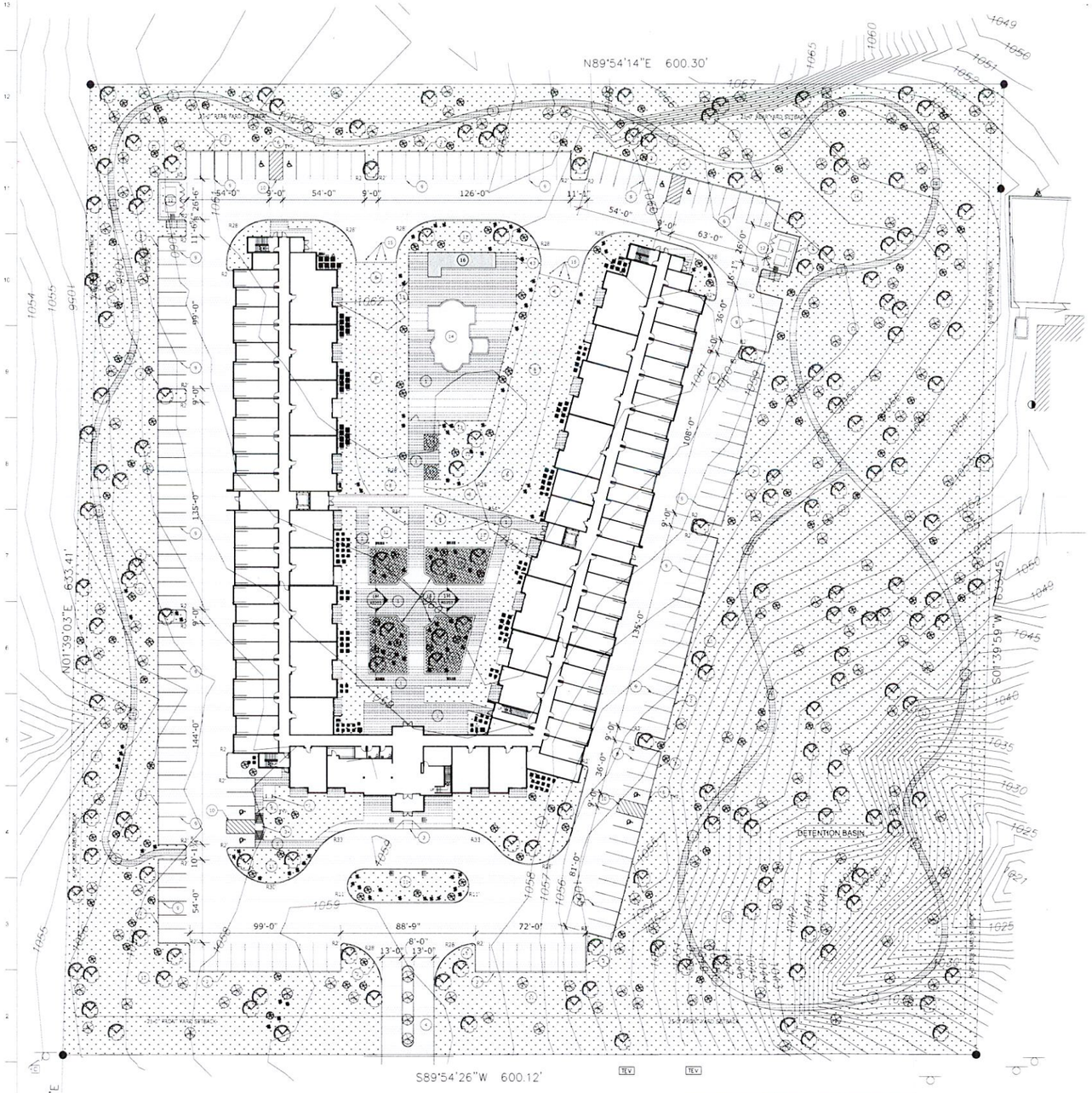
PROJECT TITLE
CORYELL JOPLIN 55+

PROJECT ADDRESS
44TH & CONNECTICUT
JOPLIN, MISSOURI 64804

EXTERIOR ELEVATIONS

PROJECT NO: 19-036
DRAWN BY: HDG
REVIEWED BY: HDG
DATE: 08.04.2020

SHEET
A405



1A AS201 OVERALL SITE PLAN

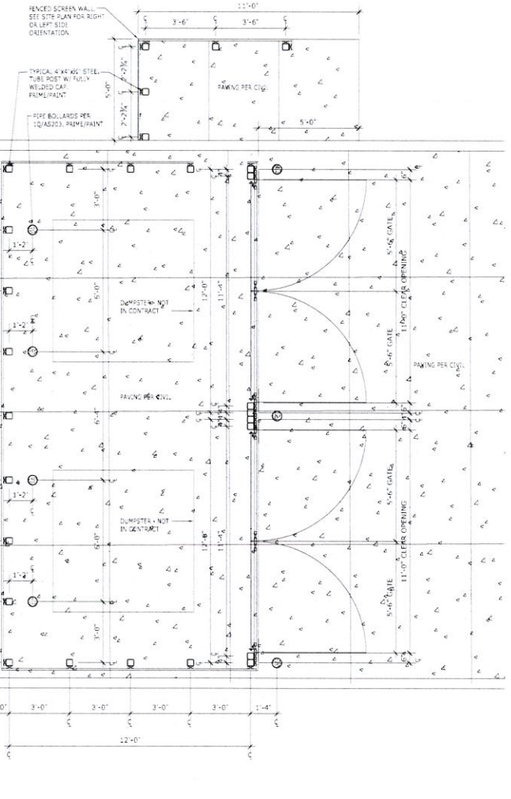
scale: 1" = 30'-0"

GENERAL SITE NOTES

1. CONTRACTOR TO EMPLOY SURVEYOR TO LAYOUT BUILDING AND PARKING LOT AREA.
2. ALL DISTURBED AREA TO HAVE 4" MINIMUM TOPSOIL AND HYDROSEEDING.
3. SEE SITE UTILITY PLAN FOR ALL NEW UNDERGROUND UTILITIES. CONTRACTOR SHALL VERIFY WITH CITY UTILITIES OF SPRINGFIELD FOR ALL REQUIREMENTS OF ALL NEW IMPROVEMENTS.
4. SEE CIVIL PLANS FOR ALL GRADE ELEVATIONS AND SOIL EROSION CONTROL
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COMPACTION TESTING PER IBC AND SHALL PROVIDE THEM UNDER BUILDING AND PAVING AREAS. EXCAVATION CONTRACTOR TO PROVIDE UNIT PRICING TO GENERAL CONTRACTOR FOR ROCK EXCAVATION, UNSUITABLE SOIL REMOVAL, AND REPLACEMENT.
6. SEE SITE GRADING PLAN FOR ALL NEW GRADES AND SPOT ELEVATIONS.
7. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL ITEMS INDICATED ON SITE UTILITY, ARCHITECTURAL AND CIVIL PLANS.
8. IRRIGATION BY OTHERS.

KEYNOTES

1. PAVING PER CIVIL - PROVIDE CONTROL JOINTS EVERY 5'-0" (TYPICAL) IN CONCRETE PAVING.
2. CONCRETE CURB AND GUTTER PER CIVIL DETAILS
3. CURB RAMP PER CIVIL DETAILS
4. DRIVE ENTRANCE PER CIVIL DETAILS
5. FIRE LANE SIGN- 3D SIGN WITH REFLECTIVE BACKGROUND AND TEXT "ALL DRIVE LANES WITHIN THE COMPLEX ARE CONSIDERED FIRE LANES- NO PARKING"
6. HANDICAP SIGN PER AS202- PROVIDE FOR EACH HANDICAP PARKING SPACE (TYPICAL)
7. BIKE RACK PER SHEET A203
8. GRASS PAVER SYSTEM. SEE SPECIFICATIONS FOR MORE INFORMATION.
9. PARKING LOT STRIPING AS INDICATED- STRIPING TO BE 4" WIDE AND WHITE IN COLOR
10. HANDICAP PARKING STRIPING AS INDICATED- STRIPING TO MEET ANSI STANDARDS AND BE WHITE IN COLOR. SEE SHEET AS202 FOR MORE INFORMATION.
11. LANDSCAPING TO MEET CITY ZONING REGULATIONS. LANDSCAPE DESIGNER TO PROVIDE DRAWINGS FOR CITY REVIEW AND APPROVAL.
12. TRASH ENCLOSURE PER PLAN (1N/AS201) & DETAILS PER SHEET AS203.
13. 6'-0" TALL ALUMINUM POOL FENCING WITH ELECTRIC ACCESS CONTROL GATE PER 5/AS205
14. SWIMMING POOL BY OWNER'S OWN FORCES. OWNER IS TO PROVIDE ENGINEERED (SIGNED/SEALED BY MISSOURI ENGINEER) POOL DRAWINGS FOR CITY REVIEW AND TO ARCHITECT FOR COORDINATION OF MEP ITEMS.
15. FOLDING BOLLARDS. SEE SPECIFICATIONS FOR MORE INFORMATION.
16. POOL HOUSE PER SHEET A607.
17. LANDSCAPE BED PER LANDSCAPE DESIGNER.
18. PLANTER. SEE DETAIL 1M/AS203 FOR MORE INFO.



1N AS201 TRASH ENCLOSURE ENLARGED PLAN

scale: 3/8" = 1'-0"

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PROJECT TITLE
CORYELL JOPLIN 55+

PROJECT ADDRESS:
44TH & CONNECTICUT
JOPLIN, MISSOURI 64804

CODE EVALUATION

PROJECT NO.: 19-036
DRAWN BY: HDG
REVIEWED BY: HDG
DATE: 05.04.2020

SHEET
AS201

Z&P Meeting: May 11, 2020
City Council Meeting: June 1, 2020

STAFF PLANNING REPORT
Site Plan

CASE 023-20 Site Plan Review

NAME OF SITE PLAN Coryell Joplin 55+ Senior Living Facility

LOCATION: Southeast corner of 44th St. and Connecticut Ave.

APPLICANT: hdesigngroup

PRESENT ZONING: C-1-PD Neighborhood Commercial Planned Overlay District

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	Out of City Limits	R-3-PD	Out of City Limits	C-2-PD
Land Use	Vacant/I-44	Preschool	Single-family Residential	Vacant

SUBDIVISION/TRACT:

Number of lots
1

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E 44th St.	Collector	60'

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

No.

UTILITIES

Some utilities may need to be extended including sewer.

FLOOD PLAIN

N/A

DISCUSSION

hdesigngroup is requesting, on behalf of Coryell Joplin, the review of this site plan for a new 55+ residential community located at the Northeast corner of 44th St. and Connecticut Ave. The developers and architects have met with City staff but are awaiting site plan approval before submitting plans for a building permit. The Board of Zoning Adjustment did grant the property a variance to exceed the height limit set in the C-1 zoning district.

Multi-family developments are permitted by right in C-1 Neighborhood Commercial districts. However, lots with a PD Planned Development designation require a Site Plan Review by both the Planning & Zoning Commission and City Council before any development may occur there.

The proposed site plan meets all requirements of the zoning code. This includes, but is not limited to, parking minimums, landscaping, access management, and property line setbacks. Fire and emergency service access, stormwater management, and utility extensions are required by other departments and have been reviewed for compliance by those departments.

Staff has reviewed the proposed site plan and determined that it is compliant with the Comprehensive Plan and the Zoning Code.

Staff recommends approval of Case 023-20.

ENCLOSURES:

Site Plan

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

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

For Office Use Only
Case No: 023-20
Filing: $500.00
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: 5-11-20

I. **Name of Project:** Cor yuell Joplin 55+ Senior Living Facility

II. **Location of Project:** 2001 E 44th St.

III. **Name of Owner:** Coryell Joplin

IV. **Name of Person who Prepared the Site Plan:** hdesigngroup. + Representing

V. **Instructions:**

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

Does the Site Plan comply with or show the following?		Yes	No
A.	Name of the project, address, boundaries, date, north arrow and scale of the plan.	X	
B.	Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	X	
C.	Name and address of all owners of record of abutting parcels.	X	
D.	All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	X	
E.	The location and use of all existing and proposed buildings and structures within the development. Include all dimensions		

of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. X ____

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

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. X ____

H. The location, height, size, materials, and design of all proposed signage. X ____

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

J. The location of all existing and proposed utility systems including:

1. sewer lines and manholes; X ____
2. water lines and fire hydrants; X ____
3. telephone, cable and electrical systems; and X ____
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. X ____

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

L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans

for meeting Federal Emergency Management Agency (F.E.M.A.) requirements. X ____

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. X ____

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. X ____

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and X ____

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. X ____

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; X ____

2. Maximum number of employees; X ____

3. Maximum seating capacity, where applicable; X ____

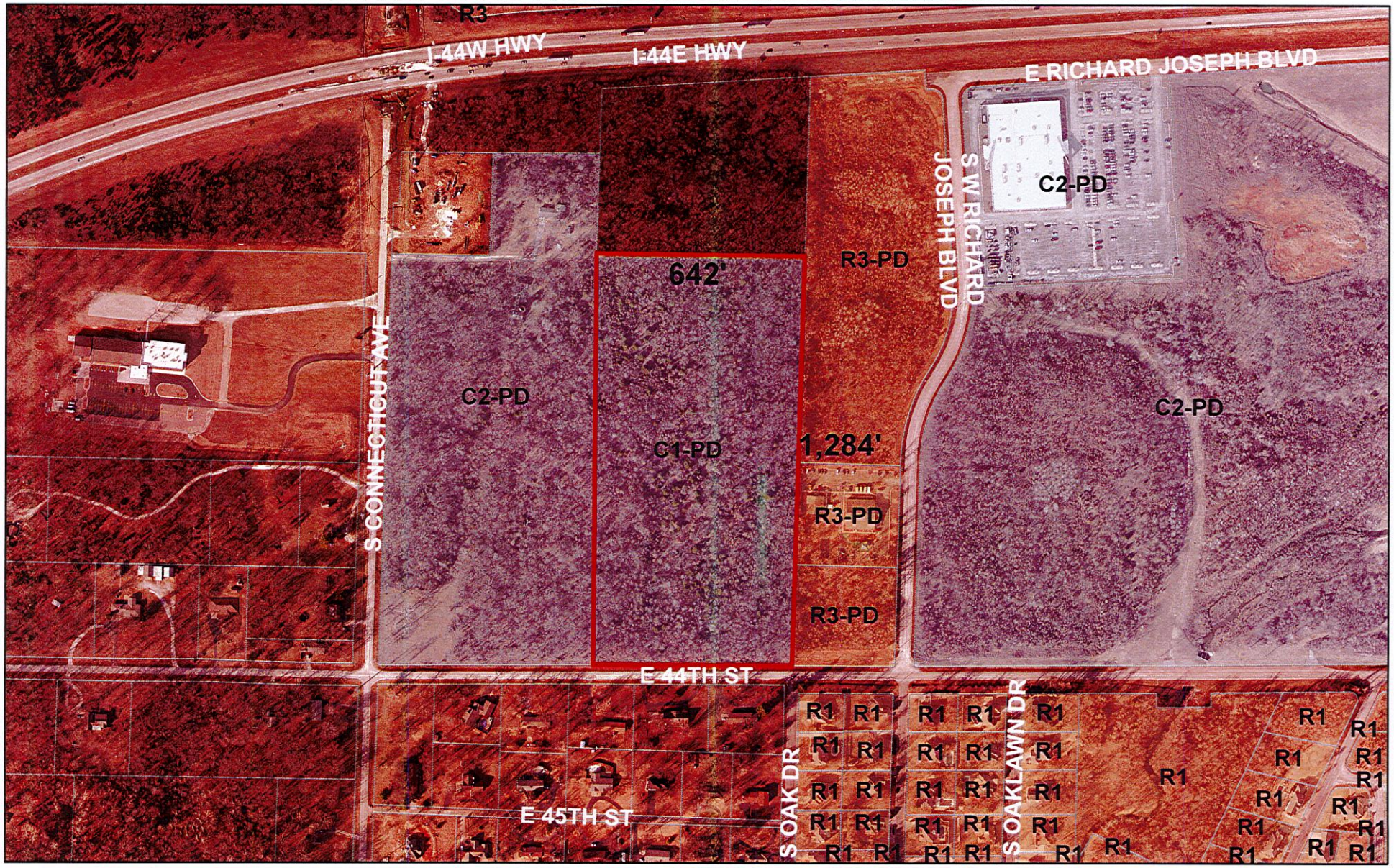
4. Number of parking spaces existing and required for the intended use; and X ____

5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required. X ____

SIGNATURE: _____ DATE: _____

BY: TITLE: _____

Case 023-20: 2001 E. 44th Street - Site Plan Review



Site Plan Review – A request to review the Site Plan for a proposed Senior Living Facility located at 2001 E. 44th Street – Coryell Joplin

N

0 125 250 500 750 1,000 Feet

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 1, 2020

Item: Site Plan Review for the 2001 E 44th Street
Originating Department: Planning & Community Development

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Site Plans

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Nicholas Edwards
Board or Commission: Planning and Zoning Commission Date: 5/11/20

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 In Favor"

SUMMARY/REQUEST:
Case 023-20: Site Plan Review – A request to review the Site Plan for a proposed Senior Living Facility located at 2001 E. 44th Street – hdesigngroup

STAFF SUMMARY:
hdesigngroup is requesting, on behalf of Coryell Joplin, the review of this site plan for a new 55+ residential community located at the Northeast corner of 44th St. and Connecticut Ave. The developers and architects have met with City staff but are awaiting site plan approval before submitting plans for a building permit. The Board of Zoning Adjustment did grant the property a variance to exceed the height limit set in the C-1 zoning district.

Multi-family developments are permitted by right in C-1 Neighborhood Commercial districts. However, lots with a PD Planned Development designation require a Site Plan Review by both the Planning & Zoning Commission and City Council before any development
Staff has reviewed the proposed site plan and determined that it meets the requirements of the Joplin Zoning Code.

Staff recommends approval of Case 023-20.

PLANNING & ZONING COMMISSION TESTIMONY:
Gerald Norton, Olsson Incorporated, 702 S. Main Street, Joplin, MO. He is representing the owners for a Senior Living Facility. Approximately 200,000 square feet, four story building. Mix of apartments and needing a planned development review.

PUBLIC COMMENT:
None.