JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JULY 3, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On Fiscal Accountability & Sunshine Requests.

   2. Barbara Pence Requested To Speak On Guns Being Shot In City Limits

   3. Lance Hoopai Requested To Speak On A New Resident's Perspective Of Joplin.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2023-273
      AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-2 (Two-Family Residential) to District R-3 (Apartment House) property as described below and located at 801 W 1st St.

Documents:

CB2023-273SUMMARY.PDF
026-23REPORT.PDF
026-23APP.PDF
026-23MINUTES.PDF
026-23MAP.PDF
CB2023-273.PDF

3. COUNCIL BILL NO. 2023-274
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) to District R-2 (Two-Family Residential) property as described below and located at 3220 W Belle Center Rd.

Documents:

CB2023-274SUMMARY.PDF
028-23REPORT.PDF
028-23APP.PDF
028-23MINUTES.PDF
028-23MAP.PDF
CB2023-274.PDF

4. COUNCIL BILL NO. 2023-275
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) property as described below and located at 1850 W 20th St.

Documents:

CB2023-275SUMMARY.PDF
029-23REPORT.PDF
029-23APP.PDF
029-23MINUTES.PDF
029-23MAP.PDF
CB2023-275.PDF

5. COUNCIL BILL NO. 2023-276
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at 2100 S Prigmor Ave.

Documents:

2023-276SUMMARY.PDF
032-23REPORT.PDF
032-23APP.PDF
032-23MINUTES.PDF
032-23MAP.PDF
CB2023-276.PDF

6. COUNCIL BILL NO. 2023-277
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District C-3 (Commercial) property as described below and located at 2100 S Prigmor Ave.

Documents:

CB2023-277SUMMARY.PDF
031-23REPORT.PDF
031-23APP.PDF
031-23MINUTES.PDF
031-23MAP.PDF
CB2023-277.PDF

7. COUNCIL BILL NO. 2023-278
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House) property as described below and located at 832 S Pennsylvania Ave.

Documents:

CB2023-278SUMMARY.PDF
033-23REPORT.PDF
033-23APP.PDF
033-23MINUTES.PDF
033-23MAP.PDF
CB2023-278.PDF

8. COUNCIL BILL NO. 2023-279
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District C-O (Commercial Office) property as described below and located at 2601 S Jackson Ave.

Documents:

CB2023-279SUMMARY.PDF
034-23REPORT.PDF
034-23APP.PDF
034-23MINUTES.PDF
034-23MAP.PDF
CB2023-279.PDF

9. COUNCIL BILL NO. 2023-280
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) to District C-2 (Central Business) property as described below and located at 1728 S Main St.

Documents:

CB2023-280SUMMARY.PDF
035-23REPORT.PDF
035-23APP.PDF
035-23MINUTES.PDF
035-23MAP.PDF
CB2023-280.PDF

10. COUNCIL BILL NO. 2023-281
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) to District C-3 (Commercial) property as described below and located at 802 S Maiden Ln.

Documents:

CB2023-281SUMMARY.PDF
036-23REPORT.PDF
036-23APP.PDF
036-23MINUTES.PDF
036-23MAP.PDF
CB2023-281.PDF

11. COUNCIL BILL NO. 2023-282
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) to District R-3 (Apartment House) property as described below and located at 908 E 7th St.

Documents:

CB2023-282SUMMARY.PDF
037-23REPORT.PDF
037-23APP.PDF
037-23MINUTES.PDF
037-23MAP.PDF
CB2023-282.PDF

8. Consent Agenda

1. Minutes Of The June 5, 2023, Special City Council Meeting

Documents:

SP MTG JUNE 5. MINUTES.PDF

2. Minutes Of The June 20, 2023, City Council Meeting

Documents:

JUNE 20, 2023 MINUTES.PDF

3. COUNCIL BILL NO. 2023-009

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Right of Access and Construction Agreement (MOU) with East Town Dreams District for the purpose of building a park and playground for children – "HOPE PARK" – on the City's Joe Becker Stadium Clubhouse North Lot; establishing responsibilities for the East Town Dreams District and the City relating to the construction of improvements and maintenance of HOPE PARK; and, authorizing the City Manager to execute said Agreement (MOU) by and on behalf of the City of Joplin.

Documents:

CB2023-009.PDF

4. COUNCIL BILL NO. 2023-127
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD), for the purpose of street construction improvements associated with the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

CB2023-127.PDF

9. Resolutions

1. RESOLUTION NO. 2023-011
A RESOLUTION amending the RULES AND REGULATIONS TO GOVERN THE TRANSACTIONS OF BUSINESS BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, by deleting Sections 2.39, 2.40, and 2.41 in their entirety and adopting new Sections 2.39, 2.40, and 2.41 in lieu thereof.

Documents:

RESOLUTION NO. 2023-011 AMENDING COUNCIL RULES 2.39 2.40 2.41 REV 1 (003) FINAL.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2023-131
AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the amount of Eighty-Two Thousand Two Hundred Two and 23/100 dollars ($82,202.23) for Design and Construction Administrative Services for the replacement of equipment within the Air Traffic Control Tower (ATCT) at the Joplin Regional Airport; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022

City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause.

Documents:

GS 2023-131 CMT TOWER EQUIPMENT SERVICES AGREEMENT.PDF
CB 2023-131 CMT TOWER EQUIPMENT SERVICES AGREEMENT.PDF
TOWER EQUIPMENT CONSULT AGREEMENT 6 9 2023.PDF

2. COUNCIL BILL NO. 2023-132
AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the amount of Sixty-One Thousand Five Hundred Seventy-Seven and 27/100 dollars ($61,577.27) for Bidding, Design and Construction Administrative Services for the replacement of the Joplin Regional Airport Lighting and Control Management System (ALCMS); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause.

Documents:

GS 2023-132 CMT ALCMS SERVICES AGREEMENT.PDF
CB 2023-132 CMT ALCMS SERVICES AGREEMENT (003).PDF
CONSULT_AGRMNT JLN ALCMS 6 8 2023.PDF

3. COUNCIL BILL NO. 2023-357
AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 2715 S Pennsylvania Ave. in the City of Joplin, Missouri, for Four Thousand Seven Hundred Sixty-Five dollars ($4,765.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 2715 S PENN.PDF
BID SHEET 2715 S. PENNSYLVANIA.PDF
PRESENTATION1 COUNCIL PIC 2715 S PENN.PDF
CB 2023-357 2715 S PENN.PDF

4. COUNCIL BILL NO. 2023-451
AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Forty Thousand, Three Hundred Thirty-Nine Dollars, no cents, ($40,339.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an

emergency clause.

Documents:

CB2023-451-SUMMARY SHEET.PDF
CB2023-451-COUNCIL BILL.PDF
CB2023-451-SUPPLEMENTAL ITEM CONTRACT.PDF

5. COUNCIL BILL NO. 2023-513
AN ORDINANCE approving a Subrecipient Agreement by and between the City of Joplin and Missouri-American Water Company, a Missouri Corporation, to extend water infrastructure services under the State American Rescue Plan Act (ARPA) Legislative Priority Water Infrastructure Projects Grant; and, containing an emergency clause.

Documents:

CB 2023-513 SUMMARY ARPA SUBRECIPIENT AGREEMENT WITH MISSOURI AMERICAN WATER COMPANY.PDF
CB 2023-513 ORDINANCE ARPA SUBRECIPIENT AGREEMENT WITH MISSOURI AMERICAN WATER COMPANY.PDF
CB 2023-513 EXHIBIT A ARPA SUBRECIPIENT AGREEMENT WITH MISSOURI-AMERICAN WATER COMPANY.PDF
CB 2023-513 ZORA STREET WATER MAP.PDF
CB 2023-513 COUNTY ROAD 180 WATER MAP.PDF
CB 2023-513 7TH STREET WATER MAP.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. SITE PLAN REVIEW CASE 025-23
1920 E 32nd St – Site Plan Review – A request to review a site plan for a medical office addition – Renee Walker

Documents:

025-23SUMMARY.PDF
025-23REPORT.PDF
025-23APP.PDF
025-23MINUTES.PDF
025-23MAP.PDF
025-23SITEPLAN.PDF

2. SITE PLAN REVIEW CASE 027-23
3232 Enterprise Avenue – Site Plan Review – A request to review a site plan for a parking lot addition – Specialty Foods Distribution, Inc.

Documents:

027-23SUMMARY.PDF

027-23REPORT.PDF
027-23APP.PDF
027-23MINUTES.PDF
027-23MAP.PDF
027-23SITEPLAN.PDF

3. Ratification Of Joplin Sports Authority Bylaw Changes

4. Vote To Go Into Closed Session, Which Shall Pertain To Leasing, Purchasing Or Sale Of Real Estate By A Public Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Therefore As Set Forth In Section 610.021 (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 29th day of June 2023 (RSMo 610.020)

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-273 – Zoning District Change

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 026-23: 801, 803, 805, W 1st St., and 104 N Jackson Ave – Rezoning - A request to rezone from District R-2 (Two-Family Residential) to District R-3 (Apartment House) – Shaun Grindle, Cleveland Apartments, LLC

BACKGROUND:
The owner of the property seeks to restore the Cleveland Apartments. Staff and the owner's team have held a predevelopment meeting over the proposed project, and the City required the owner rezone to match the use.

The property is currently only zoned for Two-Family Residential. The existing apartments were present on the property before the zoning code was updated and the R-2 zoning was added to the neighborhood. For these apartments to operate again, the property is required to obtain an Apartment House zoning.

While the Future Land Use Map indicates that the neighborhood is Low-Density Residential, the proposed use is consistent with the elements and goals of the Comprehensive Plan. The proposed restoration will offer more alternative housing options, particularly in a low-moderate income neighborhood.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jeff Neal explained what they were doing on the property and answered the Commissioners' questions. He stated to make the project cost-efficient, they are adding 6 units to the basement. He also explained they planned on turning the house into a duplex.

PUBLIC COMMENT;
There was no public comment in favor or opposition of the rezoning.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-273
Planning & Zoning Commission recommends approval of Case 026-23 (7 in Favor, 0 Opposed)

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

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 026-23 A request to rezone from District R-2 (Two-Family Residential) to District R-3 (Apartment House).

LOCATION 801, 803, 805 W 1st St and 104 N Jackson Ave, Joplin, Missouri 64801

APPLICANT Shaun Grindle, Cleveland Apartments, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Apartments	Approximately 0.5 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	R-2	R-2
Land Use	Single-Family Home	Single-Family Home	Single-Family Home	Single-Family Home

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
W 1st St	Local	60′
N Jackson Ave	Collector	60′

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

While the Future Land Use Map indicates that the neighborhood is Low-Density Residential, the proposed use is consistent with the elements and goals of the Comprehensive Plan. The proposed restoration will offer more alternative housing options, particularly in a low-moderate income neighborhood.

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

The property is currently only zoned for Two-Family Residential. The existing apartments were present on the property before the zoning code was updated and the R-2 zoning was added to the neighborhood. In order for these apartments to operate again, the property is required to obtain an Apartment House zoning.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The proposed use matches the existing building and character that the neighborhood possessed before the zoning was changed. Restoring these apartments will be beneficial to the surrounding properties.

DISCUSSION

The owner of the property seeks to restore the Cleveland Apartments. Staff and the owner's team have held a predevelopment meeting over the proposed project, and the City required that the owner rezone to match the use. Parking is proposed on the North lot (108 N Jackson) for the apartments. The proposed development will also utilize On-street Parking credit and Bicycle Parking credit under the parking reductions in Article 7, Access and Parking Standards, of the Joplin Development Code. The proposed development of this property has been through a preliminary review with the City, and the City's current requirements under the new Zoning Code will be met.

Staff recommends approval of Case 026-23.

ENCLOSURES

- Map of property
- Application

Rezoning Procedures

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

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

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

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

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

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

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

Rezoning Application

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

Office Use Only
Case No.: 6026-23
Filing Fee: $550.00
Received: 4/14/23
Date Advertised: _____
Proj. No.: 23-163
Public Hearing Date: 6/12/23

Applicant: Shaun Grindle Phone No.: 530-205-7218

Address: 315 N Connor Ave, Joplin, MO 64801 Email: 4windsgroup@gmail.com

Owner: Shaun Grindle, Cleveland Apts., LLC Phone No.: 530-205-7218

Address: 12066 Streeter Rd. Auburn, CA 95602 Email: 4windsgroup@gmail.com

Location of Property: 801, 803, 805 W 1st St., & 104 N Jackson Ave

Present Use of Property: Residential Apartment Complex - Vacant

Proposed Use of Property: Residential Apartment Complex

Current Zoning: R2 Requested Zoning: R3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Single Family Residence -owned by same owner	R1
South	Single Family Residence	R1
East	Single Family Residence	R1
West	Single Family Residence	R1

Character of the Neighborhood: Residential Neighborhood, Historical Housing

Relationship to Existing Zoning Pattern:

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

If yes, explain: Due to the current state of the property, 6 apartments are no longer the most adequate option for the property. Therefore, the proposed 12 apartments are a much more economically viable option for the future.

Conformance with Comprehensive Plan:

Yes	No	
●	○	Consistent with Development Policies?
●	○	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: 1st Street , Jackson Avenue

Classification of Street(s):

Arterial ☐ Collector ☐ Local ●

Right-of-Way Width: 60'

Subdivision Platting:

Yes	No	
○	●	Is platting required?
●	○	Are lots appropriately sized?
●	○	Is street right-of-way appropriately sized?

● ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

Historical Buildings

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

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

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

Signature: _____ **Date:** 04/07/2023

Web Copy

Recorded in Jasper County, Missouri
Recording Date/Time: **05/10/2018** at **08:37:43 AM**
Book: **2467** Page: **69**
Instr #: **2018006409**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Corporation Warranty Deed

THIS INDENTURE, Made and entered into this 9th day of May, 2018 by and between

God's Resort, Inc., a Missouri Not-for-Profit Corporation

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

Cleveland Apts., LLC, a Missouri Limited Liability Company

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

(Grantee's mailing address is 602 N. Wall Ave., Joplin, MO 64801

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

All of Lots Numbered Fifty-one (51) through Fifty-four (54) both inclusive, in MRS. MOFFET'S ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

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

God's Resort, Inc., a Missouri Not-for-Profit Corporation

Dwayne Friend, President

1851775 ABBEY-J

Charlotte Pickering, Recorder of Deeds

Web Copy

STATE OF MISSOURI)

)ss

COUNTY OF JASPER)

On this 8th day of May, 2018 before me, appeared Dwayne Friend, to me personally known, who being by me duly sworn, did say that he is the President of God's Resort, Inc., a Missouri Not-for-Profit Corporation and that said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and Dwayne Friend acknowledged said instrument to be the free act and deed of said Corporation.

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

Sarah B. Sheller

Sarah B. Sheller, Notary Public

My Term Expires: September 12, 2019

"NOTARY SEAL"
Sarah B. Sheller, Notary Public
State of Missouri, Newton County
Commission # 15419091
My Commission Expires Sept. 12, 2019

Charlotte Pickering, Recorder of Deeds

Rezoning Application : Cleveland Apts.

The reason behind the rezoning of the property is because the property will be going from an original 6 residential suites to 12 residential suites causing the need to rezone from R2 to R3. The impact on traffic conditions will be minimal for the area. The community and character of the surrounding properties will be positively impacted with this change. Precautions for fire hazards will be taken. All units will be fully fire sprinkled to reduce the risks of fire hazards within the building shell. As a whole, putting 12 residential suites in this area seems to be a viable option and will only positively impact the city of Joplin.

Case 026-23: Rezoning

801, 803, 805 W 1st St., and 104 N Jackson Ave-Rezoning-A request to rezone from District R-2 (Two-Family Residential) to District R-3 (Apartment House)-Shaun Grindle, Cleveland Apartments, LLC.

Jeff Neal, 212 S Joplin Ave. Suite 3, Joplin, Missouri. Mr. Neal stated he was the general contractor and developer of this property. They were requesting the property be rezoned from R-2 to R-3 because of the properties prior use. It was previously a six-plex and the property was the subject of a serious fire. They were in the process of putting a new roof back on the building. The property is listed on the National Registry of Historic Places. They were moving forward with a full restoration of the building, however to make that restoration viable due to the increased costs associated with the fire, they have made the decision to make this a twelve-plex with six apartments in the basement. The basements were already full basements. So, that is the reason we are asking for a rezone.

Mr. Kimble asked if there were any questions from the Commission on Case 026-23.

Ms. Phillips stated she thought the paperwork said they were making one suite into two suites. So, a suite was all three stories before.

Mr. Neal said well originally the basements had only been used for storage and some of them had washer and dryer hookups in the basements. At one time the basements were interconnected. There are still doors that lead between them. He stated the current plan was to do the upper two floors as a standalone two-bedroom two-bath apartment. Then the downstairs which is a full basement will be either a one or two bedroom. Basically, it is a studio, but it will have actual bedrooms in it. A small one- or two-bedroom apartment.

Mr. Rosenberg directed a question to Mr. Neal. He asked what type of egress and ingress the basement apartments would have.

Mr. Neal stated those already had exterior doors to the basements so those will continue to be in place. The way they have it planned actually there would be two sunken terraces that would be at basement level on the backside down to a 12 x 12 patio area. There would be steps up to the same level as the porches that come off the first floor. He stated please realize the basements are already elevated above ground level so when we talk about basement living these would have windows to the exterior on them. The first floor actually starts about four feet above the ground level.

Mr. Rosenberg asked about off street parking.

Mr. Neal said the redevelopment would include the seven coach garages that are along the adjacent property which the current owners own as well. There is also two driveways at that particular location.

Ms. Phillips asked if the garages would be restored.

Mr. Neal stated yes.

Ms. Phillips asked what about the house.

Mr. Neal said that was a different contractor working on that portion. That is continuing and the plans are to turn it into a duplex. Behind the house between the house and the garages there is a concrete pad. The idea was to turn that area into a small green space so that families living in the twelve apartments can have an interior green space for kids and other activities.

There were no further questions.

Mr. Kimble asked if anyone wished to speak in favor of Case 026-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 026-23.

There were none.

MR. JACKSON MOVED THAT CASE 026-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 026-23: Rezoning



801 W 1st St - Rezoning - A request to rezone from District R-2 (Two-Family Residential) to District R-3 (Apartment House) - Shaun Grindle, Cleveland Apartments, LLC

P & Z Case 026-23
Cleveland Apartments, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-2 (Two-Family Residential) to District R-3 (Apartment House) property as described below and located at 801 W 1st St.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-2 (Two-Family Residential) the following described property and including in District R-3 (Apartment House).

All of Lots Numbered Fifty-one (51) through Fifty-four (54) both inclusive, in MRS. MOFFET'S 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_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-274 – Zoning District Change

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 028-23: 3220 Belle Center Rd – Rezoning – A request to rezone from District C-3 (Commercial) to District R-2 (Two-Family Residential) – Terry and Meghan Young

BACKGROUND:
The owner seeks to build a total of two single-family homes on the property, matching the existing character of the neighborhood. While there are industrially zoned properties in the neighborhood, these properties are undeveloped and single-family homes are developing in the neighborhood, transitioning the planned future use to a low-density residential neighborhood. The owner has split the property and is seeking to leave the northern tract as C-3.

The Future Land Use Map indicates this area as future Industrial, however, adjacent properties in the County outside of Joplin City Limits must also be considered when determining the suitability of potential zoning. The surrounding properties to the West and Northwest consist of parcels with more than one single-family home. By looking at the current zoning map, Single-family Residential developments have started to come about in the neighborhood.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Young stated that they are building a residence on the property and are requesting the R-2 zoning District for their children to potentially build another home later. Mr. Rosenberg asked if this was spot zoning. Mr. Bellairs stated no. Staff must take into consideration the surrounding area, and there are several parcels to the West and Northwest that consist of multiple single-family homes. Ms. Phillips asked about driveways. Mr. Bellairs stated that access must meet the required separation between corners and other driveways.

PUBLIC COMMENT;
There was no public comment in favor or opposition of the rezoning.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-274
Planning & Zoning Commission recommends approval of Case 028-23 (7 in Favor, 0 Opposed)

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

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 028-23 A request to rezone from District C-3 (Commercial) to District R-2 (Two-Family Residential)

LOCATION 3220 Belle Center Rd, Joplin, Missouri 64801

APPLICANT Terry and Meghan Young

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Vacant	Approximately 1.5 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	Outside of City Limits	M-2	M-2	Outside of City Limits
Land Use	Auto Shop	Vacant	Vacant	Two-Family Residential

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N Cleveland Ave	Local	60′
W Belle Center Rd	Arterial	60′

UTILITIES

The site is not within 100′ of an existing sewer line.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map indicates this area as future Industrial, however, adjacent properties in the County outside of Joplin City Limits must also be considered when determining the suitability of a potential zoning. The surrounding properties to the West and Northwest consist of parcels with more than one single-family home. By looking at the current zoning map, it can be seen that Single-Family Residential developments have started to come about in the neighborhood.

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

The property is currently zoned for commercial use. The applicant is seeking to develop a single-family home on the property. The applicant seeks to develop two single-family homes in total. The applicant is required to rezone to Two-Family Residential to pursue this use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The proposed use matches the surrounding neighborhood′s character. The industrial properties are not yet developed.

DISCUSSION

The owner seeks to build a total of two single-family homes on the property, matching the existing character of the neighborhood. While there are industrially zoned properties in the neighborhood, these properties are undeveloped and single-family homes are developing in the neighborhood, transitioning the planned future use to a low-density residential neighborhood. The owner has split the property and is seeking to leave the northern piece as C-3.

Staff recommends approval of Case 028-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 028-23
Filing Fee: $550.00
Received: 4/17/23
Date Advertised: _____
Proj. No.: 23-165
Public Hearing Date: 6/8/23

Applicant: Terry + Meghan Young Phone No.: 4173555060

Address: 2303 E 22nd St. Joplin, Mo Email: Cashmoneyjr77@yahoo.com

Owner: " " Phone No.: " "

Address: _____ Email: _____

Location of Property: 3220 Belle Center Rd Joplin, Mo

Present Use of Property: none

Proposed Use of Property: Residential

Current Zoning: C3 Requested Zoning: R2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Business across St, County	County
South	Empty land	M-2
East	Residential home	M-2
West	mobile homes	County

Character of the Neighborhood: _____

Rezoning Procedures

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

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

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

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

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

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

Signature: _____ **Date:** 5/17/23



Date: 4/17/2023

1 " = 188 '

0 0.0175 0.035 0.07 mi

N

- Easements
- Joplin City Limits
- Addresses
- Jasper Parcels
- Newton Parcels
- Joplin Streets
- Red: Band_1
- Green: Band_2
- Blue: Band_3

DISCLAIMER

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

Case 028-23: Rezoning

3220 Belle Center Rd-Rezoning-A request to rezone from District C-3 (Commercial) to District R-2 (Two Family Residential)-Terry and Meghan Young.

Meghan Young, 2303 E 22nd St., Joplin, Missouri. Ms. Young stated they purchased the land, and it was zoned commercial. They would like to build two residences possibly in the future.

Mr. Rosenberg asked a question of City Staff. He asked since the property is all surrounded by heavy industrial zoning would you consider this spot zoning.

Mr. Bellairs stated no. Staff reviewed this case and also took into consideration the existing use and the surrounding area.

Mr. Landis asked if they planned on sub-dividing the lot.

Ms. Young said they only plan on building one residence now and the other one is a maybe later.

Mr. Landis stated you are going to access off Belle Center and not Cleveland.

Ms. Young stated correct.

Mr. Kimble asked if there were any questions from the Commission on Case 028-23.

Ms. Phillips directed a question to City Staff. She stated she knew the driveways could not be directly across from one another. She asked if that would come into play when they submit their site plans.

Mr. Bellairs stated yes. They look at that whenever a new development was proposed. Access must meet the requirements based on the classification of the road. There is minimum separation from corners and there is minimum separation between driveway access.

Mr. Kimble asked if there were any additional questions from the Commission on Case 028-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 028-23.

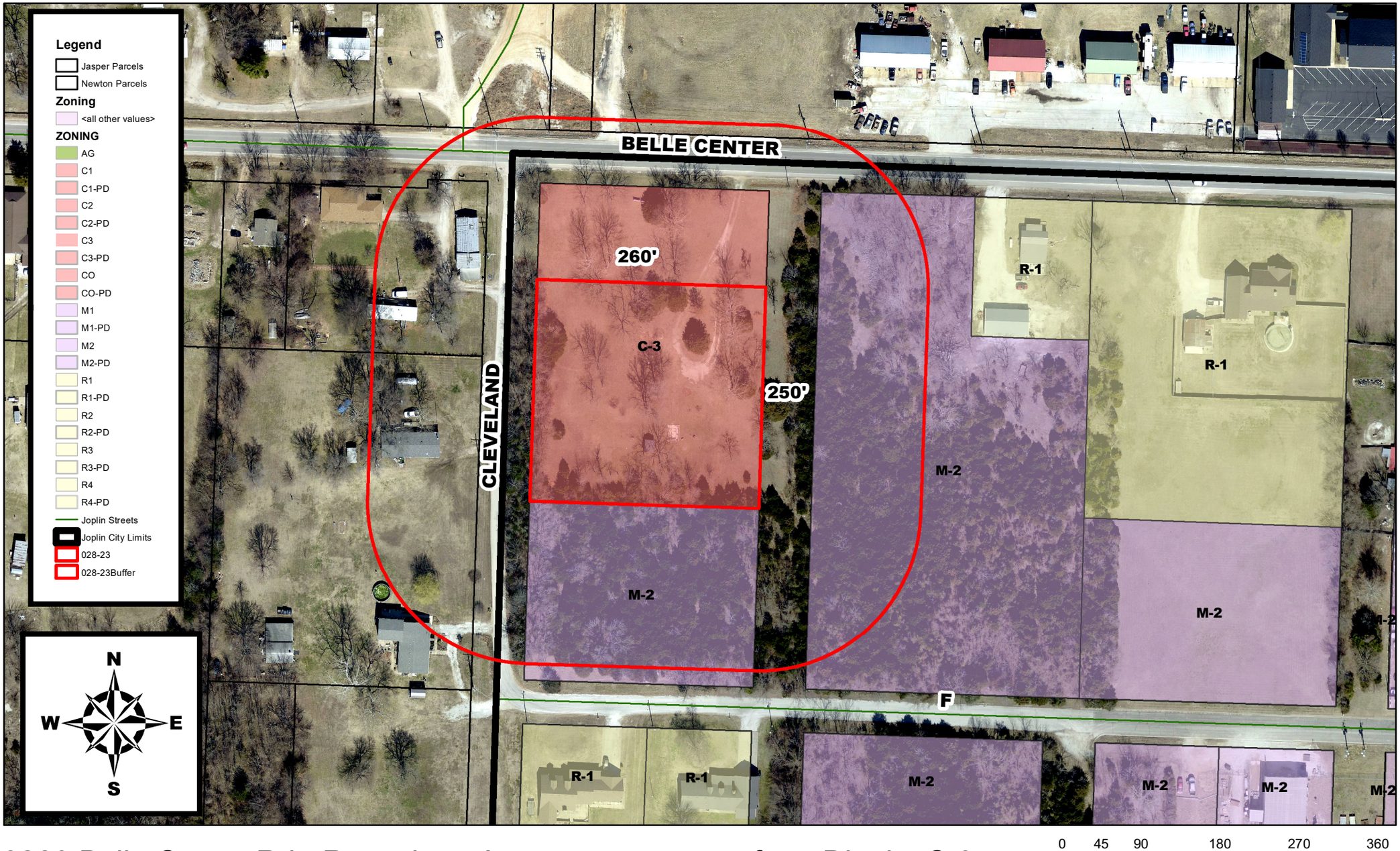
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 028-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 028-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED.
(7 IN FAVOR, 0 NAY)

Case 028-23: Rezoning



3220 Belle Center Rd - Rezoning - A request to rezone from District C-3 (Commercial) to District R-2 (Two-Family Residential) - Terry and Meghan Young

P & Z Case 028-23
Terry and Meghan Young
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-274 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) to District R-2 (Two-Family Residential) property as described below and located at 3220 W Belle Center Rd.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District C-3 (Commercial) the following described property and including in District R-2 (Two-Family Residential).

All of a tract beginning at the Northeast Corner of Parcel (7), Miscellaneous Lot 1 (1) in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 5, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, Thence South 330.00 feet, West 279.68 feet, North 330.00 feet, East to the Point of Beginning, Except the North 110.00 feet.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-275 – Zoning District Change

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 029-23: 1850 W 20th St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Barbara Duncan

BACKGROUND:
The owner is seeking to develop commercial office space along 20th St. The Eastern end of the block already consists of C-1 properties. The change in zoning to Neighborhood Commercial is slowly making its way along the South Side of 20th St.

The change in zoning will not be detrimental to nearby property. While there are single-family residential properties to the East, West, and South, there is also commercial property to the North. 20th St. is an Arterial Street and is designated as a future high-commercial corridor under the Future Land Use Map. Looking at the current zoning map, there is C-1 (Neighborhood Commercial) property on the East side of the block. It can be noted that along 20th St, properties are slowly transitioning to reflect the Future Land Use Map and come into consistency with the characteristics of the existing neighborhood.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Shannon Schreger represented the case on behalf of Barbara Duncan. He stated they planned on renting the property as commercial offices. Ms. Phillips asked if they would be using the existing structure. Mr. Schreger confirmed they would be.

PUBLIC COMMENT;
There was no public comment in favor or opposition of the rezoning.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-275
Planning & Zoning Commission recommends approval of Case 029-23 (7 in Favor, 0 Opposed)

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

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 029-23 A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial)

LOCATION 1850 W 20th St, Joplin, MO 64801

APPLICANT Barbara Duncan

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-Family Home	Approximately .45 Acres

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 20th St	Arterial	65′

UTILITIES

The site has access to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The property is classified as Future Retail Commercial under the Future Land Use Map. The proposed use is consistent with the Comprehensive Plan.

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

The property is currently zoned for a single-family home. The owner wishes to develop commercial offices on the property. They are aware of the required design standards for Commercial buildings under Article 5 of the Development Code.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. While there are single-family residential properties to the East, West, and South, there is also commercial property to the North. 20th St is an Arterial Street and is designated as a future high-commercial corridor under the Future Land Use Map. Looking at the current zoning map, there is C-1 (Neighborhood Commercial) property on the East side of the block. It can be noted that along 20th St, properties are slowly transitioning to reflect the Future Land Use Map and come into consistency with the characteristics of the existing neighborhood.

DISCUSSION

The owner is seeking to develop commercial office space along 20th St. The Eastern end of the block already consists of C-1 properties. The change in zoning to Neighborhood Commercial is slowly making its way along the South Side of 20th St.

Staff recommends approval of Case 029-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 029-23
Filing Fee: $550.00
Received: 4/17/23
Date Advertised:
Proj. No.: 023-166
Public Hearing Date: 6/12/23

Applicant: BARBARA J. DUNCAN Phone No.: B.D: 417-597-0732 S SCHREYER 801-628-4695 N. SCHREYER 801-628-4294

Address: 2214 S. CONNOR AVE Email: dunc0037@yahoo.com nancyschreyer@gmail.com

Owner: BARBARA J. DUNCAN Phone No.: SAME AS ABOVE

Address: 2214 S. CONNOR AVE Email: SAME AS ABOVE

Location of Property: 1850 W. 20TH ST. JOPLIN, MO 64804

Present Use of Property: Vacant - previously residential rental

Proposed Use of Property: small business rental

Current Zoning: R-1 Requested Zoning: C-1 TB

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Gateway School	C-3 PD
South	Single-Family home	R-1
East	Single-Family home	R-1
West	Single-Family home	R-1

Character of the Neighborhood:

Rezoning Application

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

Office Use Only
Case No.:
Filing Fee:
Received:
Date Advertised:
Proj. No.:
Public Hearing Date:

Applicant: _____ Phone No.: _____

Address: _____ Email: _____

Owner: _____ Phone No.: _____

Address: _____ Email: _____

Location of Property: _____

Present Use of Property: _____

Proposed Use of Property: _____

Current Zoning: _____ Requested Zoning: _____

Surrounding Land Use and Zoning:

	Land Use	Zoning
North		
South		
East		
West		

Character of the Neighborhood:

Relationship to Existing Zoning Pattern:

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

If yes, explain: _____

_____

_____

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: W 20th St

_____

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

Signature: Barbara J. Hinman **Date:** 3-14-23

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Barbara J. Duncan (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as _____ Parcel ID: 19501610002009000 / Ludwigs 1st Lots 1 & 2 / Alt ID: 33-007764-0000 (legal description) more commonly known as 1850 W. 20th St, Joplin, MO. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for Shannon & Nancy Schaefer to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: 03-14-23

Barbara J. Duncan
Signature of Owner

_____
Signature of Owner

Barbara J. Duncan
Printed Name

_____
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 14 day of March, 2023

Vicky Lynn Copeland
Notary

VICKY LYNN COPELAND
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
Commission Expires 05/22/2026
Commission Number #09804844

My commission expires: 05-22-26

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

Rezoning Procedures

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

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

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

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

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

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

JOPLIN
MISSOURI

Rezoning Procedures

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

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

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

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.03, the following requirements are specific to zoning map amendment applications.

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

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Rezoned changes shall be updated on the City of Joplin Map by the City Clerk within 30 days following approval. See Subpart 4 for appeals and enforcement.

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

Bellairs, Tyler

From: Nancy Schreyer <nancyschreyer@gmail.com>
Sent: Thursday, April 20, 2023 6:00 PM
To: Bellairs, Tyler
Subject: 1850 W 20th legal description

This email originated outside our network. If it is unsolicited or unexpected, please delete. If expected, use caution when opening any links or attachments.

Here you go:

All of Lots Numbered One (1) and Two (2) In LUDWIG'S FIRST ADDITION to the City of Joplin, Jasper County, according to the recorded plat thereof.

Nancy
Sent from my iPhone

4/20/23 5:03 PM
Spoke w/ Nancy Schleyer (applicant) (owner's daughter)
- recommended C-1 over C-O in relationship to existing neighborhoods - would not affect what they want to do - (leave offices) - she approved change

Case 029-23: Rezoning

1850 W 20th St.-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial)-Barbara Duncan.

Shannon Schreger, 2214 Connor Ave. Joplin, Missouri. Mr. Schreger represented the owner of the property on the rezoning. He stated they were requesting to rezone from residential to commercial to operate a small business. This would be a rental.

Ms. Phillips asked if they would be using the existing structure.

Mr. Schreger stated yes two outbuildings.

Mr. Kimble asked if there were any questions from the Commission on Case 029-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 029-23.

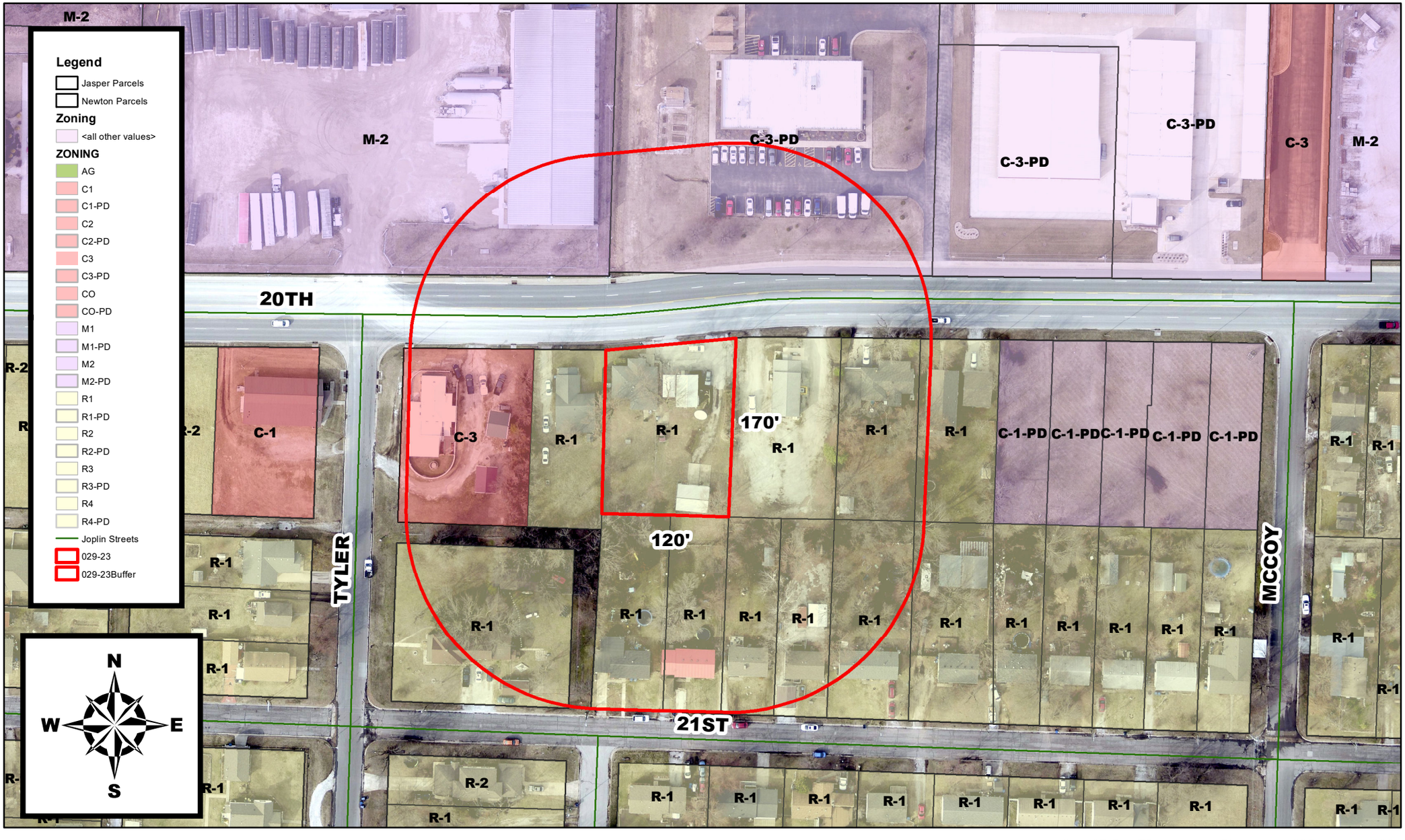
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 029-23.

There were none.

MR. JACKSON MOVED THAT CASE 029-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 029-23: Rezoning



1850 W 20th St - Rezoning - A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) - Barbara Duncan

P & Z Case 029-23
Barbara Duncan
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-275 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) property as described below and located at 1850 W 20th St.

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

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

All of Lots Numbered One (1) and Two (2) In LUDWIG'S FIRST ADDITION to the City of Joplin, Jasper County, according to the recorded plat thereof.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-276 – Voluntary Annexation

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 032-23: 2100 S Prigmor Ave – Voluntary Annexation – A request to Voluntarily Annex into the Corporate Limits of the City of Joplin – Joplin Travel Plaza, LLC

BACKGROUND:

This piece of property was purchased from Missouri Department of Transportation by Joplin Travel Plaza, LLC. Joplin Travel Plaza is requesting to annex it into the City. The property is East of the Big Apple Truck Stop, which they own as well.

The applicant is seeking to apply a Commercial Zoning District to the property, so that they may develop it in the future. The owner has already annexed the Big Apple Truck Stop and rezoned it to C-3.

PLANNING & ZONING COMMISSION TESTIMONY:
John Bolte, with Small Arrow Engineering represented the applicant. He explained how this was left over right-of-way from MODOT that the owner had acquired. He explained that what they are doing now is bringing in the excess property they acquired with their property adjacent to the West that is already within the City. There were no comments or questions from the Commission.

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

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-276

Planning & Zoning Commission recommends approval of Case 032-23 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 032-23 A request to voluntarily annex property into the City of Joplin

LOCATION 2100 S Prigmor Ave, Joplin Missouri, 64801

APPLICANT Joplin Travel Plaza, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper/Newton County, MO)	Vacant	Approximately 1.5 acres

DISCUSSION

This piece of property was purchased from Missouri Department of Transportation by Joplin Travel Plaza, LLC. Joplin Travel Plaza is requesting to annex it into the City. The property is East of the Big Apple Truck Stop, which they own as well.

The applicant is seeking to apply a Commercial Zoning District to the property, so that they may develop it in the future. The owner has already annexed the Big Apple Truck Stop and rezoned it to C-3.

Staff recommends approval of Case 032-23.

ENCLOSURES

- Map of area to be annexed
- Application

Voluntary

Annexation Application

Corporation

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

Office Use Only

Case No.: 032-23
Filing Fee: $0.00
Received: 4/20/23
Proj. No.: 23-173

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation, you will need to complete this form for each parcel of property.

Owner Name: Skyline Travel Center, LLC, Bill (Balwinder) Singh Phone No. 201-344-2206

Email: joplintravelplaza@gmail.com

Applicant Name: Small Arrow Engineering, John Bolte, P.E. Phone No. 417-291-5530

Email: jbolte@smallarrow.com

Mailing Address: 1302 S Main St, Joplin, MO 64801

Annexation Property Location: I-44 & Prigmor Avenue

SW Quadrant of interchange

Present Use of Property: Vacant

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*****THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*****

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

Property Owner Name: Skyline Travel Plaza (Bill Singh) **Telephone Number:** 201-344-2206

Property Address: I-44 and Prigmor Avenue

1. **Is the annexation the result of an out-of-town sewer agreement?** ____ Yes X No
2. **Is this property residential property?** ____ Yes X No
3. **Are there any businesses located on this property?** ____ Yes X No

If yes, how many businesses are located on this property? ____

Please list the following information for each business located on the property:

Business #1:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ Yes ____ No

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ Yes ____ No

If yes, what is their Missouri Sales Tax ID Number? ____

Does the business sell liquor? ____ Yes ____ No

Business #2:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ Yes ____ No

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ Yes ____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Business #3: Does the business sell liquor? _____ Yes _____ No (Over)

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

MMENTS

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Name of water provider, or list 'well': _____

Name of sewer provider, or list 'septic': _____

Commercial Information (if no present commercial use, you may skip this section.)

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

Are there residential living units on the property that are occupied or capable of being occupied? _____Yes ____X____No

If Yes, how many

Single-family house(s)	_____ Amount
Duplex(s)	_____ Amount
Tri-plex(s)	_____ Amount
Apartment House(s)	_____ Amount
Apartment Complex(s)	_____ Amount

Do you plan to build residential living units on the property _____Yes ____X____No

If Yes, how many

Single-family house(s)	_____ Amount
Duplex(s)	_____ Amount
Tri-plex(s)	_____ Amount
Apartment House(s)	_____ Amount
Apartment Complex(s)	_____ Amount

Are (or Will) the living unit(s) be on a well _____ Yes _____No
If NO, please furnish the name of the water company _____

Are (or Will) the living unit(s) have a septic system? _____ Yes _____ No
If NO, please furnish the name of the municipal sewer system _____

JOPLIN
MISSOURI

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

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.

Balwinder Singh

Skyline Travel Plaza, LLC

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 19th day of April 2023, before me appeared Balwinder Singh, to me known to be the managing member of Skyline Travel Plaza, LLC, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its _____ of the consideration stated therein and no other, and said _____ 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.

Notary Public Jacquelyn M. Shimmin

My commission expires: Aug. 30, 2025

JACQUELYN M SHIMMIN
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Aug. 30, 2025
Commission #21925337

Case 032-23: Voluntary Annexation

2100 S Prigmor Ave-Voluntary Annexation-A request to Voluntarily Annex into the Corporate Limits of the City of Joplin-Joplin Travel Plaza, LLC

John Bolte, Small Arrow Engineering, 1302 S Main St., Joplin, Missouri. Mr. Bolte stated he represented the owner Travel Plaza. He said what they were doing is an administrative issue. They actually prepared an administrative plat for this site to divide the parcel into five different lots. The administrative plat had been approved but as a result of that they realized they have 1.5 acres in the N.E. corner that is a result of excess right-of-way acquisitions when MODOT redid the interchange and built the round about it shifted everything to the east. They ended up acquiring 1.1 acres from the County, which was the original Prigmor Road, County right-of-way. They also acquired .4 acre from MODOT in that very corner. They have roughly 1.5 acres that ended up on their side of the road so to speak once the interchange shifted over. This is simply taking the 1.5 acres and officially attaching it to the parcel in red that is already in the City limits.

Mr. Kimble asked if there were any questions from the Commission on Case 032-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 032-23.

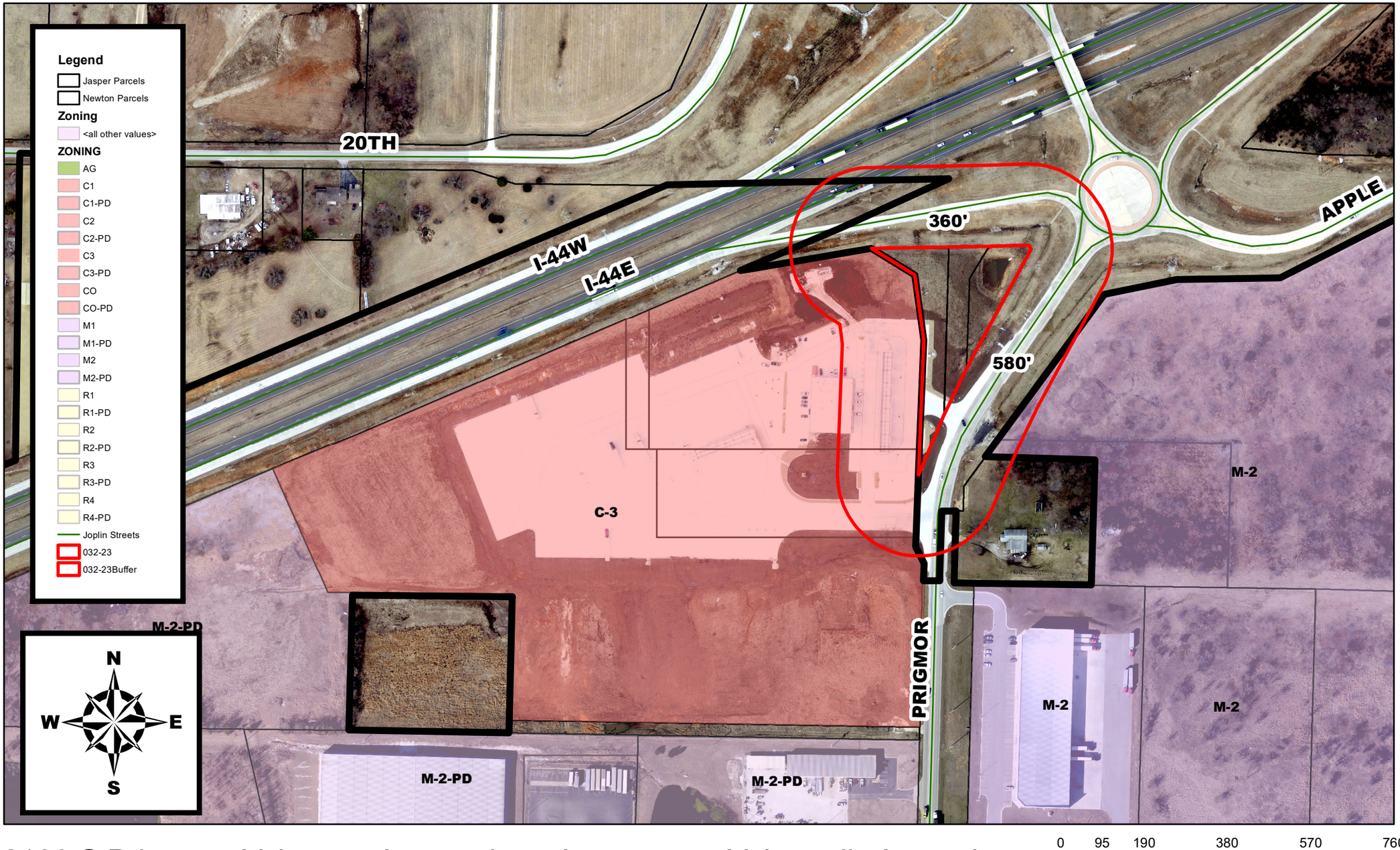
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 032-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 032-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 032-23: Voluntary Annexation



2100 S Prigmor - Voluntary Annexation - A request to Voluntarily Annex into the Corporate Limits of the City of Joplin - Joplin Travel Plaza, LLC

P & Z Case 032-23
Joplin Travel Plaza, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-276 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at 2100 S Prigmor Ave.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a 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 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:

TRACT 1 ALL THAT PART OF SECTIONS 14 AND 15, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, THENCE S01°39'05"W ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 193.10 FEET TO THE POINT OF BEGINNING; THENCE N88°26'54"E A DISTANCE OF 103.67 FEET; THENCE S67°37'50"W A DISTANCE OF 15.66 FEET; THENCE S32°35'20"W A DISTANCE OF 79.06 FEET; THENCE S02°00'46"W A DISTANCE OF 208.68 FEET; THENCE S28°31'21"W A DISTANCE OF 53.53 FEET; THENCE S23°26'30"W A DISTANCE OF 208.18 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 190 (PRIGMOR AVENUE); THENCE N01°58'58"E A DISTANCE OF 300.34 FEET TO A STEEL RIGHT-OF-WAY

MARKER; THENCE N07°22’07”W A DISTANCE OF 151.12 FEET TO A STEEL RIGHT-OF-WAY MARKER; THENCE N58°20’23”W A DISTANCE OF 117.16 FEET TO A CORNER POST;; THENCE N88°26’54”E A DISTANCE OF 177.93 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1 ACRES MORE OR LESS

<u>TRACT 2</u> ALL THAT PART OF SECTIONS 14, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, THENCE S01°39’05”W ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 193.10 FEET; THENCE N88°26’54”E A DISTANCE OF 182.38 FEET TO THE POINT OF BEGINNING; THENCE N88°26’54”E A DISTANCE OF 78.71 FEET; THENCE S32°45’20”E A DISTANCE OF 10.88 FEET; THENCE S28°31’21”W A DISTANCE OF 311.97 FEET; THENCE N02°00’46”E A DISTANCE OF 208.68 FEET; THENCE N32°35’20”E A DISTANCE OF 79.06 FEET; THENCE N67°37’50”E A DISTANCE OF 15.66 FEET TO THE POINT OF BEGINNING; CONTAINING 0.4 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_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-277 – Zoning District Change

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 031-23: 2100 S Prigmor Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) – Joplin Travel Plaza, LLC

BACKGROUND:
The owner of Big Apple Truck Stop purchased the subject property following the annexation, rezoning, and development of the property where the Big Apple Truck Stop is currently located. They purchased the property from MODOT and are now seeking to bring it into the Corporate Limits of the City of Joplin under the same zoning as their other property. When property is annexed into the City, the default zoning is R-1. To develop the property in the future, the owner has requested it to be rezoned, following the Annexation Case (032-23).

PLANNING & ZONING COMMISSION TESTIMONY:
John Bolte, with Small Arrow Engineering, represented the owner. He stated that they are requesting to change the zoning. The Commissioners had no questions.

PUBLIC COMMENT;
There was no public comment in favor or opposition of the rezoning.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-277
Planning & Zoning Commission recommends approval of Case 031-23 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 031-23 A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial)

LOCATION 2100 S Prigmor Ave, Joplin, MO 64801

APPLICANT Joplin Travel Plaza, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 1.5 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	MODOT ROW	M-2	C-3	C-3
Land Use	I-44	Vacant	Big Apple Truck Stop/Vacant	Big Apple Truck Stop

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Prigmor Ave	Collector	116′

UTILITIES

The site has access to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map describes the property as future Industrial. The proposed rezoning is consistent with the Comprehensive Plan. Truck stops are a compatible use for C-3 and M-2 Zoning Districts.

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

The property was purchased from Missouri Department of Transportation (MODOT) by Joplin Travel Plaza, LLC. The owner is seeking to make the property Commercial, consistent with their adjacent facility (Big Apple Truck Stop).

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The owner seeks to bring the subject property into the same zoning as the property to the West of them, which they also own. Big Apple Truck Stop was annexed into the City of Joplin and rezoned to C-3. They are seeking to do the same thing here.

DISCUSSION

The owner of Big Apple Truck Stop purchased the subject property following the annexation, rezoning, and development of the property where the Big Apple Truck Stop currently is. They purchased the property from MODOT and are now seeking to bring it into the Corporate Limits of the City of Joplin under the same zoning as their other property. When property is annexed into the City, the default zoning is R-1. To develop the property in the future, the owner has requested it to be rezoned, following the Annexation Case (032-23).

Staff recommends approval of Case 031-23.

ENCLOSURES

- Map of property
- Application

Rezoning Procedures

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

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

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

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

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

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

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Balwinder Singh (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as See attached legal (legal description) more commonly known as Excess R/W parcels SW Quad I-44 & Prigmor. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for John H. Bolte, P.E. to speak on my behalf and act as my Agent at the meeting in Case Number _____. Regarding Annexation and Zoning.

Date: 4/19/2023

_____
Signature of Owner

_____
Printed Name

Balwinder Singh
Signature of Owner

BALWINDER SINGH
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 19th day of April, 2023

JACQUELYN M SHIMMIN
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Aug. 30, 2025
Commission #21925337

Jacquelyn M. Shimmin
Notary

My commission expires: Aug 30, 2025

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

Rezoning Application

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

Office Use Only
Case No.: 031-23
Filing Fee: $550.00
Received: 4/20/23
Date Advertised:
Proj. No.: 23-172
Public Hearing Date: 6/12/23

Applicant: Small Arrow Engineering, LLC, John Bolte, P.E. Phone No.: 417-291-5530

Address: 1302 S Main St, Joplin, MO 64801 Email: jbolte@smallarrow.com

Owner: Joplin Travel Plaza, LLC, Bill (Balwinder) Singh Phone No.: 201-344-2206

Address: 805 W. Battlefield Rd, Springfield, MO 65807 Email: joplintravelplaza@gmail.com

Location of Property: I-44 & Prigmor Avenue, SW Quadrant

Present Use of Property: Vacant

Proposed Use of Property: Commercial

Current Zoning: R1 Requested Zoning: C3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Interstate	I-44
South	Warehouse & Industrial	M2PD
East	Commercial	M2
West	Vacant	M2PD

Character of the Neighborhood: North Entrance to Joplin Industrial Park sits between two travel centers and has I-44 frontage, has a commercial/industrial feel.

Relationship to Existing Zoning Pattern:

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

If yes, explain: being freshly annexed, R1 is not the appropriate zoning. The property was acquired excess right-of-way, C3 brings this parcel to the same zoning as the parent parcel.

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: Prigmor Ave

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
○	◉	Is platting required?
○	○	Are lots appropriately sized?
○	○	Is street right-of-way appropriately sized?

(●) ( ) Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

Unique Characteristic of Property and/or Additional Comment:

The parcel's proximity to I-44 and Prigmor frontages, along with the adjoining parcel's undeveloped space will provide a highly visible site and provide an excellent location for future commercial development.

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

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

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

Signature: _____, P.E. **Date:** Apr. 19, 2023

Case 031-23: Rezoning

2100 S Prigmor Ave-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial)-Joplin Travel Plaza, LLC

John Bolte, Small Arrow Engineering, 1302 S Main St., Joplin, Missouri. Mr. Bolte stated he represented the owner Travel Plaza. He said in essence this would complete their exercise to take the parcel from the traditional R-1 to C-3.

Mr. Kimble asked if there were any questions from the Commission on Case 031-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 031-23.

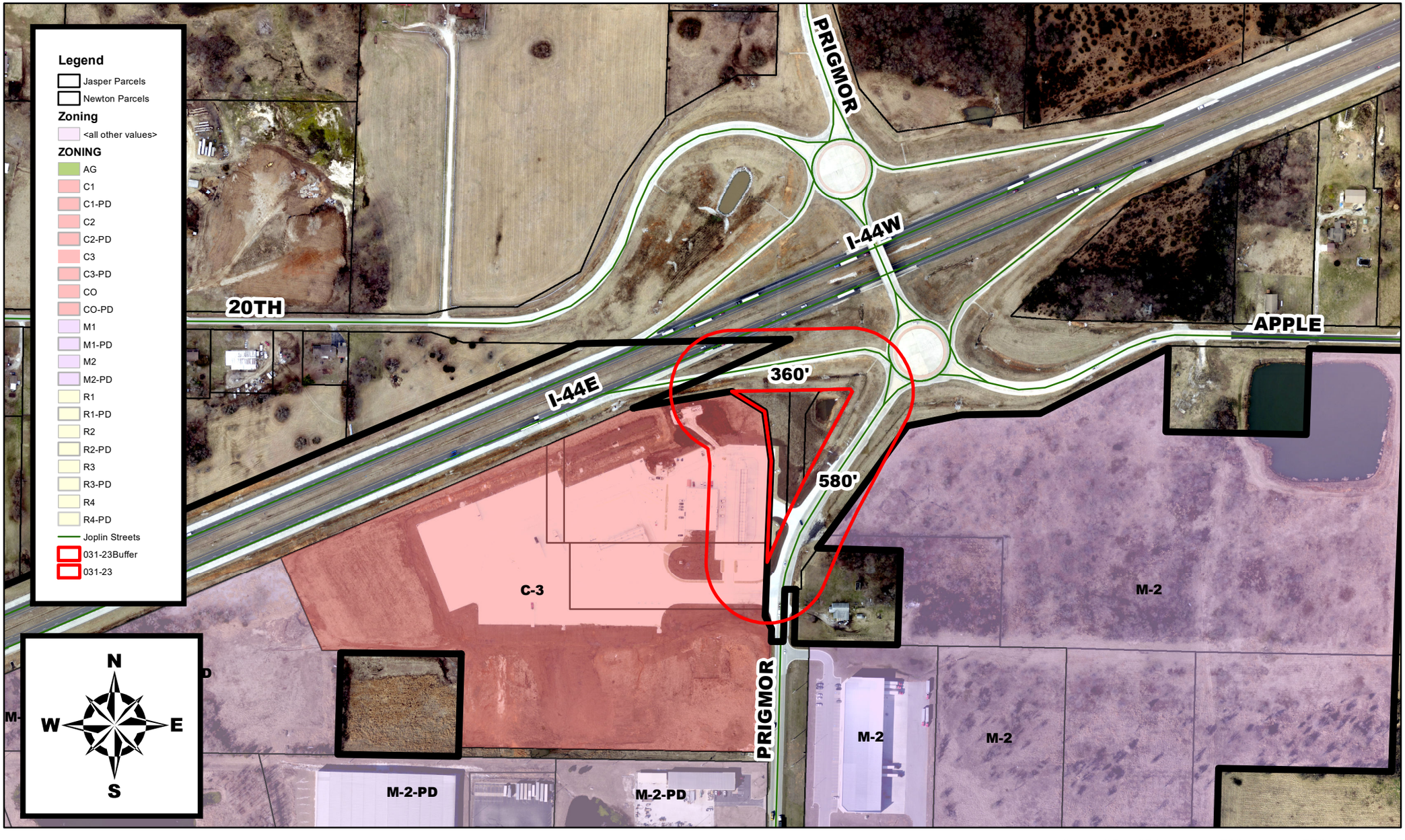
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 031-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 031-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. JACKSON SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 031-23: Rezoning



2100 S Prigmor Ave - Rezoning - A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) - Joplin Travel Plaza, LLC

P & Z Case 031-23
Joplin Travel Plaza, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-277 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District C-3 (Commercial) property as described below and located at 2100 S Prigmor Ave.

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

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

TRACT 1 ALL THAT PART OF SECTIONS 14 AND 15, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, THENCE S01°39'05"W ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 193.10 FEET TO THE POINT OF BEGINNING; THENCE N88°26'54"E A DISTANCE OF 103.67 FEET; THENCE S67°37'50"W A DISTANCE OF 15.66 FEET; THENCE S32°35'20"W A DISTANCE OF 79.06 FEET; THENCE S02°00'46"W A DISTANCE OF 208.68 FEET; THENCE S28°31'21"W A DISTANCE OF 53.53 FEET; THENCE S23°26'30"W A DISTANCE OF 208.18 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 190 (PRIGMOR AVENUE); THENCE N01°58'58"E A DISTANCE OF 300.34 FEET TO A STEEL RIGHT-OF-WAY MARKER; THENCE N07°22'07"W A DISTANCE OF 151.12 FEET TO A STEEL RIGHT-OF-WAY MARKER; THENCE N58°20'23"W A DISTANCE OF 117.16 FEET TO A CORNER POST;; THENCE N88°26'54"E A DISTANCE OF 177.93 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1 ACRES MORE OR LESS

TRACT 2 ALL THAT PART OF SECTIONS 14, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, THENCE S01°39'05"W ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 193.10 FEET; THENCE N88°26'54"E A DISTANCE OF 182.38 FEET TO THE POINT OF BEGINNING; THENCE N88°26'54"E A DISTANCE OF 78.71 FEET; THENCE S32°45'20"E A DISTANCE OF 10.88 FEET; THENCE S28°31'21"W A DISTANCE OF 311.97 FEET; THENCE N02°00'46"E A DISTANCE OF 208.68 FEET; THENCE N32°35'20"E A DISTANCE OF 79.06 FEET; THENCE N67°37'50"E A DISTANCE OF 15.66 FEET TO THE POINT OF BEGINNING; CONTAINING 0.4 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_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-278 – Zoning District Change

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 033-23: 832 S Pennsylvania Ave – Rezoning – A request to rezone from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House) – Delmy Zavala

BACKGROUND:
The owners of the property wish to develop a new single-family residence at 832 S Pennsylvania. The existing house was damaged as a result of a fire and has been demolished. Due to the property losing 50% or more of its assessed value, the property has lost its grandfathered status and must come into conformity with the most recent zoning code to permit the use of Single-Family Residential.

The change in zoning will not be detrimental to nearby property. The neighborhood has several single-family residences, and the subject property previously had the same.

PLANNING & ZONING COMMISSION TESTIMONY:
Applicant was not present.

PUBLIC COMMENT;
There was no public comment in favor or opposition of the rezoning.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-278
Planning & Zoning Commission recommends the tabling of Case 033-23 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 033-23 A request to rezone from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House)

LOCATION 832 S Pennsylvania Ave, Joplin, Missouri 64801

APPLICANT Delmy Zavala

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Vacant	Approximately 0.28 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-3	R-3	M-2
Land Use	Single-Family Home	Detached Garage	Single-Family Home	Vehicle Storage Garage

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
S Pennsylvania Ave	Collector	60′
E 9th St	Local	50′

UTILITIES

The site has access to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map describes the property as future Retail Commercial. The proposed use is consistent with the development policies of the Comprehensive Plan.

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

The property recently had a single-family home under a grandfathered use. The house was demolished, and in order to construct a new house the owner's requested to change the zoning. R-3 is the residential zoning consistent with the rest of the block and the residential zoning of the existing neighborhood. R-3 permits the use of single-family homes.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The neighborhood has several single-family residences, and the subject property previously had the same.

DISCUSSION

The owners of the property wish to develop a new single-family residence at 832 S Pennsylvania. The existing house was damaged in a fire and has been demolished. Due to the property losing 50% or more of its assessed value, the property has lost its grandfathered status and must come into conformity with the most recent zoning code to permit the use of Single-Family Residential.

Staff recommends approval of Case 033-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 033-23
Filing Fee: $550.00
Received: 4/27/23
Date Advertised: _____
Proj. No.: 23-177
Public Hearing Date: 6/12/23

Applicant: Delmy Zavala. Phone No.: 417)825-5762

Address: 1601 E. Valley st. Joplin Email: delmyzavala19@gmail.com

Owner: Delmy Zavala. Phone No.: _____

Address: _____ Email: _____

Location of Property: 832 S. Pennsylvania Ave.

Present Use of Property: Residential House (single family)

Proposed Use of Property: Residential House (Single family)

Current Zoning: C-1 Requested Zoning: Single home R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North		R-3
South		
East	✓	1200 ft. R-3
West		M-2

Character of the Neighborhood: Mostly Single-Family Homes

Relationship to Existing Zoning Pattern:

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

If yes, explain: Existing house - single-family - no longer grandfathered under C-1

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

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

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

Rezoning Procedures

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

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

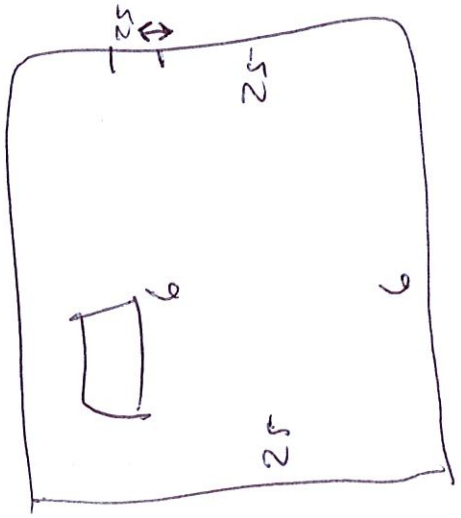
1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format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

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

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

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

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.



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

Additional Platting Comments: _____

Unique Characteristic of Property and/or Additional Comment:

Zoned C-1 - needs to be rezoned to R-3 to build single family home

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

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

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

Signature: _____ **Date:** 04.27.23

CONTRACT

THIS CONTRACT, made and entered into this 8th day of October, 2021, by and between RALPH SVILARICH REVOCABLE LIVING TRUST AGREEMENT, RALPH SVILARICH, TRUSTEE hereafter called "CREDITOR" and DELMY ZAVALA, a single person and HENRY UTUY, a single person, whose mailing address is 1601 E. Valley Street, Joplin, Missouri 64801, hereinafter called "DEBTORS".

1. Consideration. By and in consideration of the mutual covenants herein contained, DEBTORS agree to buy, and CREDITOR agrees to sell under the terms of this Contract for Deed certain real estate located in Jasper County, Missouri and legally described as follows (sometimes referred to as the premises):

All of Lot Numbered 60 in Norton's Sub-Division of the City of Joplin, Jasper County, Missouri.

2. Purchase Price. The purchase price for the foregoing real estate shall be the sum of Seventy-Two Thousand and Five Hundred Dollars ($72,500.00), which shall be paid as follows:

(a) DEBTORS shall pay to CREDITOR a down payment in the sum of Twenty Thousand and Five Hundred Dollars ($20,500.00).

(b) CREDITOR shall finance the remaining purchase price of Fifty-Two Thousand Dollars ($52,000.00) for a period of five (5) years and two (2) months and shall bear interest at the rate of seven percent (7%) per annum. DEBTORS shall pay a monthly payment of One Thousand and One Dollars and ninety-two (92) cents ($1,001.92) beginning November 1, 2021, with a like payment due on the same day of each month thereafter until paid in full. Said payments shall be made by the DEBTORS as the CREDITOR requests. At the time of signing of this Contract, CREDITOR requests that DEBTORS deposit the monthly payment into CREDITOR'S bank account. If no other arrangements are available, then payments shall be mailed to the address of CREDITOR at 13465 Oakwood Trail, Neosho, Missouri 64850. If paid by bank deposit, then the date shown by CREDITOR'S bank shall prevail as date paid. If paid by mail, then the post-marked date shall prevail as the date paid.

(c) At the option of CREDITOR, failure to make any payment when due shall make the entire unpaid balance immediately due and payable.

(d) Pre-payment privilege **shall not be available to the DEBTORS for the first thirty-six (36) monthly payments of this contract**. Prepayment privilege is granted to the DEBTORS beginning in the 37th month of this contract.

3. Marketable Title. Upon performance of this Contract by DEBTORSS, the CREDITOR agrees to convey marketable title to DEBTORS by Warranty Deed duly acknowledged. Said deed shall be delivered upon full payment of the purchase price, principal, and interest, called for herein. The CREDITOR warrants that title to the described property will be marketable upon DEBTORS full payment for such property. The CREDITOR warrants title to the above-described property to be marketable upon execution of this Contract subject to liens, easements, rights of way of record and restrictions of record. The term "marketable title" shall be defined as set forth in the Title Standards of the Missouri Bar.

4. Escrow of Warranty Deed. Upon execution of this Contract, CREDITOR is executing a General Warranty Deed, which deed will be held in escrow with a copy of this Contract until the DEBTORS complies with all terms of this Contract. Upon payment of the purchase price, principal and interest, as called for herein the deed shall be delivered to the DEBTORS. Upon happening of such event, the Special Warranty Deed hereinafter provided for shall be delivered to DEBTORSS and the escrow terminated.

5. Escrow of Special Warranty Deed. Upon execution of this Contract, DEBTORSS shall execute a Special Warranty Deed in favor of CREDITOR. Such deed shall be held in escrow and should DEBTORS default by failing to make any payment called for hereunder or by failing to comply with any other terms of this Contract, the Special Warranty Deed shall be delivered to the CREDITOR and the escrow terminated. Recording of such Special Warranty Deed by CREDITOR shall be conclusive proof that this Contract has been terminated and that DEBTORS have no further interest hereunder.

6. Recording. This Contract shall not be recorded in the land records nor shall either party record any memorandum, notice or other instrument describing the existence of this Contract for Deed.

7. Condition of Premises. DEBTORS accept the premises and all improvements in "as is" condition without any warranty either express or implied, except as to the warranty of title contained herein. DEBTORS acknowledge that the premises and the improvements thereon are in need of repair, maintenance, and clean-up, including **but not limited to:** roof replacement, extermination treatment for bugs, change of all locks. DEBTORS acknowledge that the CREDITOR has given them the right and opportunity to inspect the premises themselves or by a professional property inspector (at DEBTOR'S expense), prior to signing this Contract and with the knowledge that this Contract is for premises, and all improvements in an "as is" condition.

8. Lead Based Paint Disclosure. CREDITOR has no knowledge of any lead-based paint on the premises. There has never been a disclosure to the CREDITOR concerning Lead Based Paint by prior owners of, occupants of, or workmen on the premises. DEBTORS understand that the existence of Lead Paint can be a health hazard especially to children. DEBTORS assume the risk to check the premises for Lead Based Paint.

8. Default. Should DEBTORS default by failing to make any payment called for herein, or by otherwise failing to comply with the terms of this Contract, CREDITOR may declare this Contract in default and thereupon, may declare the entire unpaid balance hereunder due and payable. If such amount is not paid within ten (10) days of said declaration of default, CREDITOR may re-enter and take possession of the property without notice and such re-entry may be forcible or otherwise and in addition to such re-entry and re-taking of the property, CREDITOR may retain all payments made hereunder as liquidated damages, actual damages being difficult, if not impossible, to determine. Upon re-entry CREDITOR may remove all items belonging to DEBTORS and have such items stored at the expense of DEBTORS. If such items are not claimed by DEBTORS within fifteen (15) days, CREDITOR may sell or dispose of such items. It is specifically agreed that in the event of such default, DEBTORS shall have no claim at law or in equity for a refund of any portion of the monies paid under this Contract. DEBTORS shall be considered to be estopped from claiming any refund.

9. Improvements. Should DEBTORS default by failing to make any payment called for herein, or by otherwise failing to comply with the terms of this Contract, and CREDITOR has declared the Contract in default, then DEBTORS shall have no claim at law or in equity for improvements that the DEBTORS may have performed or caused to be performed on the premises herein. DEBTORS shall be considered to be estopped from claiming any payment, repayment, compensation, or refund for such improvements to the premises.

10. Time is of the Essence. It is agreed by both the CREDITOR and the DEBTORS that time is of the essence in this Contract.

11. Late Charges. If CREDITOR accepts any late payments from DEBTORS, they shall be subject to the late charge of $50.00, plus $5.00 per day for every day late AFTER the seventh day.

12. Mechanic's Liens. DEBTORS shall not take any action during the existence of this Contract which might result in the filing of a Mechanic's Lien against the property. The filing of such lien or DEBTORS signing a Consent to Lien, as provided for in Chapter 429 RSMo. without the prior written permission of CREDITOR, shall be a breach of this Contract. CREDITOR does not pre-authorize any construction or improvements to the premises. Authorization for the construction of repairs or improvements, if any, shall be given in writing by CREDITOR as an addendum to this Contract before any construction begins.

13. Assignment. CREDITOR may transfer or assign his interest in the above-described real estate so long as such transfer or assignment does not affect CREDITOR's contractual obligation incurred under this Contract. DEBTORS **may not assign or otherwise transfer** their interest hereunder without the express written permission of CREDITOR. In the event that such permission is granted, DEBTORS shall remain liable to CREDITOR for the performance of this Contract.

14. Notices. Any notices called for herein shall be given to CREDITOR and DEBTORS at the above addresses. Changes in mailing address of either the CREDITOR or DEBTORS must be given to the other party in writing within ten (10) days of any change of address. Failure to update the address of either party to the other shall not inure a benefit on the non-reporting party. Notice shall be deemed as delivered to the last known address of either party.

All notices shall be personally served upon the parties or mailed by U.S certified mail, postage prepaid, to the parties at the address given. Notice shall be deemed given when mailed.

15. Binding Effect. This Contract shall be binding upon the heirs, personal representatives, successors and permitted assigns of the parties hereto.

16. Applicable Law. This Contract has been entered into and negotiated under the laws of the State of Missouri and shall be governed by such laws.

17. Real Estate Taxes. The real taxes for 2021 shall be pro-rated. The taxes for the year 2022 and following will be the responsibility of DEBTORS. CREDITOR shall deliver a copy of the Real Estate Tax invoice to the DEBTORS no later than NOVEMBER 15th of each year. DEBTORS shall pay the Real Estate Tax due to the CREDITOR no later than December 15th of each year. CREDITOR shall pay the Jasper County Collector no later than December 31st of each year. CREDITOR shall deliver a copy of the PAID receipt for said taxes by January 15th of each year.

18. Insurance. CREDITOR shall maintain the insurance policy on premises through the completion of this Contract. DEBTORS shall reimburse the CREDITOR each month for the monthly Insurance premium. CREDITOR shall provide a paid receipt for said Insurance within ten (10) days of paying same. DEBTORS shall reimburse the CREDITOR within ten (10) days of receiving a copy of the paid receipt. CREDITOR shall supply DEBTORS with proof of insurance at each renewal period. DEBTORS' failure to reimburse the CREDITOR for Insurance Premiums paid shall constitute a breach of this Contract and a default by the DEBTORS.

19. Closing. This Contract shall be finally closed upon completion of the terms of this Contract.

20. Possession. DEBTORS shall receive possession of the premises on the date of signing of this Contract.

21. Maintenance and Use. Maintenance of the premises shall, at all times, be at the cost, risk and expense of the DEBTORS. DEBTORS agree to maintain the premises in as good or better condition as when received. DEBTORS shall not commit waste by cutting timber or removing the dirt, trees, or other items from the premises without prior written permission of CREDITOR. DEBTORS shall maintain the premises in a neat and orderly fashion free of trash, junk, inoperable vehicles, and other debris.

22. Risk of Loss. The risk of loss to the premises shall be upon DEBTORS during the term of this Contract. Should any of the improvements located on the real estate be damaged or destroyed by fire or other disaster prior to closing, the insurance proceeds shall be applied to repair or rebuild such improvement or to pay off the debt due on this Contract for Deed at the time of the loss.

23. Total Contract. This Contract sets forth the entire understanding between the CREDITOR and DEBTORS concerning the subject matter of this Contract and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, other contracts, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Contract other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this Contract (or any officer, director, employee or agent thereof) to induce the other party to enter into this Contract or to abide by or consummate any transactions contemplated by any terms of this Contract, except representations and warranties, if any, expressly set forth herein. No alteration, amendment, change or addition to this Contract shall be binding upon either party unless in writing and signed by both parties. The submission of any unexecuted copy of this Contract shall not constitute an offer to be legally bound by any provision of the document submitted either currently or in the future; and no party shall be bound by this Contract until it is fully executed and delivered to all parties.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Ralph Svilarich

RALPH SVILARICH, TRUSTEE OF THE RALPH SVILARICH REVOCABLE TRUST AGREEMENT, CREDITOR

DELMY ZAVALA, DEBTOR

HENRY UTUY, DEBTOR

Recorded in Jasper County, Missouri

Recording Date/Time: 04/04/2023 at 02:57:16 PM
Book: 2677 Page: 315
Instr #: 2023004385
Type: QC
Pages: 4
Fee: $33.00 S 20230004274

SEAL
RECORDER OF DEEDS
JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Quitclaim Deed

RECORDING REQUESTED BY _____
AND WHEN RECORDED MAIL TO:
~~Edwin Henry Utuy chanax~~ Delmy Madaly Zavala nuñez, Grantee(s)

Consideration: $ 6000.00
Property Transfer Tax: $ 358.98
Assessor's Parcel No.: 19101120011 01 0000
PREPARED BY: Ronald L. Bishop certifies herein that he or she has prepared this Deed.

Signature of Preparer _____ Date of Preparation _____

Ronald L. Bishop
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on _____ in the County of Jasper, State of Missouri
by Grantor(s), Ronald L. Bishop & Lisa G Bishop Married Couple.
whose post office address is 1702 S. Kentucky, Joplin MO 64804,
to Grantee(s), Delmy Madaly Zavala nuñez,
whose post office address is _____,

WITNESSETH, that the said Grantor(s), Ronald L. Bishop & Lisa G Bishop, for good consideration and for the sum of six thousand dollars ($6000.00) paid by the said Grantee(s), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title,

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Jasper, State of Missouri and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Ronald L Bishop

GRANTOR(S):

Ronald L. Bishop
Signature of Grantor

Ronald L Bishop
Print Name of Grantor

Signature of First Witness to Grantor(s)

Edwin H. Utley
Print Name of First Witness to Grantor(s)

Lisa Bishop
Signature of Second Grantor (if applicable)

LISA Bishop
Print Name of Second Grantor (if applicable)

Signature of Second Witness to Grantor(s)

David L Smith
Print Name of Second Witness to Grantor(s)

GRANTEE(S):

Signature of Grantee

Delmy M Zavala nunez
Print Name of Grantee

Signature of First Witness to Grantee(s)

Edwin H. Utley.
Print Name of First Witness to Grantee(s)

Signature of Second Grantee (if applicable)

Print Name of Second Grantee (if applicable)

Signature of Second Witness to Grantee(s)

David L. Smith
Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

State of Missouri

County of Jasper

On 4th day of April 2023, before me, Brennae Gilman, a notary public in and for said state, personally appeared, Donald Bishop, Lisa Bishop, Delma Zavala Nunez, David Smith, Henry Utuy Chanax

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Brennae Gilman
Signature of Notary

Affiant Known _____ Produced ID _____

Type of ID _____ (Seal)

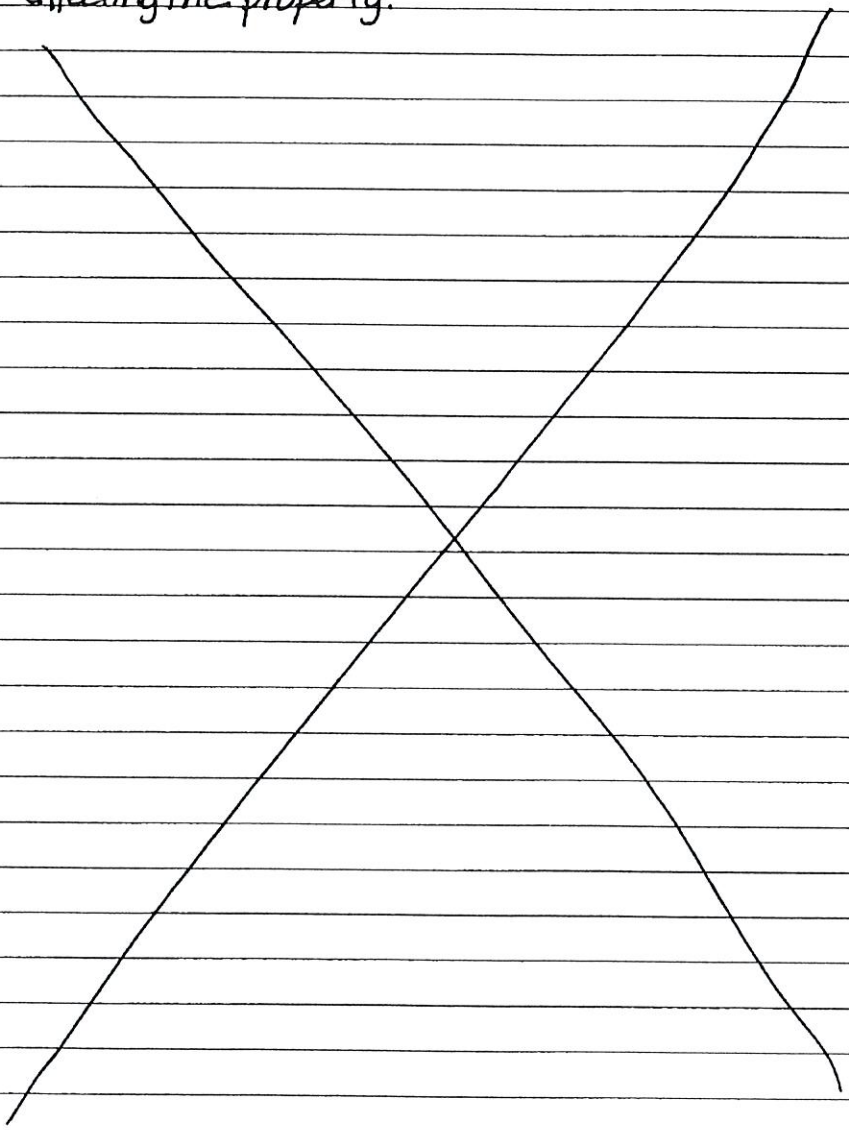
BRENNAE GILMAN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 22239910
My Commission Expires Sep 5, 2026

Exhibit "A"

All of lots Numbered Sixty-One (61) and Sixty-Two (62) in Norton's Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

Parcel ID: 19-1.0-11-20-11-10.000

Subject to building lines, easements, conditions and restrictions of record, and to any zoning law or ordinance affecting the property.



©SmartLegalForms



JASPER COUNTY TAX RECEIPT

2022 REAL ESTATE

Steven E. McIntosh, Collector

Two Office Locations

Carthage Office
Jasper County Courthouse
302 S. Main - Room 107
Carthage, MO 64836

Joplin Office
Jasper County Courts Building
601 S. Pearl
Joplin, MO 64801

BISHOP, RONALD L
832 S PENNSYLVANIA AVE
JOPLIN MO 64801

Mailing Address
Jasper County Collector
P.O. BOX 421
Carthage, MO 64836-0421

CODE NUMBER:	33-10841-0
PARCEL ID#:	19-1.0-11-020-011-010.000
SEC, TWN, RNG:	11-27-33
ACRES:	0.28
SITUS ADDRESS:	832 S PENNSYLVANIA
M-CODE:	0

DELINQ YEARS: NONE

Property Description

NORTON'S SUB LOTS 61 & 62

	Land	Structure	SUBTOTALS
Residential			9,110
Agricultural			0
Commercial			0
		TOTAL VALUATION	9,110

Tax District	Levy per $100	Total Tax
STAT	0.0300	2.73
COUN	0.0961	8.75
DDRB	0.0845	7.70
MH	0.0845	7.70
R8	3.6600	333.43
JORD	0.2235	20.36
CJOP	0.4205	38.31

TAX		418.98

Date Printed: 04/04/2023 **418.98**

PAID

VALIDATED BY
STEVEN E. McINTOSH - JASPER COUNTY COLLECTOR

DATE: 11/07/2022 AMOUNT PAID: 418.98 RECEIPT #: 900470

REAL ESTATE TAX RECEIPTS CANNOT BE USED TO LICENSE VEHICLES

CITY OF JOPLIN, MISSOURI - BUILDING DIVISION

DEMO RESIDENTIAL PERMIT

DATE ISSUED: 03/06/23 **EXPIRATION DATE:** 04/05/23	**PERMIT NO.** **23-00000563**
JOB ADDRESS: 832 S PENNSYLVANIA AVE JASP	
APPLICATION TYPE: DEMO RESIDENTIAL	
CONTRACTOR: 3 J'S MIDWEST CONSTRUCTION LLC	
SUB-CONTRACTOR:	

INSPECTIONS MUST BE SCHEDULED THE DAY PRIOR TO THE INSPECTION.
REQUESTS AFTER 4 P.M. WILL NOT BE SCHEDULED FOR NEXT DAY'S ACTIVITY.

FOR INSPECTION SCHEDULING EMAIL

BUILDING-INSPECTOR@JOPLINMO.ORG

FOR INSPECTION SCHEDULING CALL

(417-624-0820 ext. 1521)

THIS PERMIT ALLOWS THE HOLDER TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND/OR REMODEL A STRUCTURE LOCATED AT THE ABOVE ADDRESS.

THIS PERMIT NEEDS TO BE PLACED IN A CLEARLY VISIBLE LOCATION ON THE PROPERTY IN A WEATHERPROOF BOX WITH THE PROPERTY ADDRESS NUMBERS CLEARLY LEGIBLE FROM THE STREET.

APPROVED: Bryan Wicklund

CHIEF BUILDING OFFICIAL

Case 033-23: Rezoning

832 S Pennsylvania Ave-Rezoning-A request to rezone from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House)-Delmy Zavala

Applicant was not present for Public Hearing.

MR. ROSENBERG MOVED THAT CASE 033-23 BE TABLED. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 033-23: Rezoning



832 S Pennsylvania Ave - Rezoning - A request to rezone from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House) - Delmy Zavala

P & Z Case 033-23
Delmy Zavala
(P & Z Recommended Tabling)

COUNCIL BILL NO. 2023-278 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House) property as described below and located at 832 S Pennsylvania Ave.

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

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

All of lots Numbered Sixty-One (61) and Sixty-Two (62) in Norton's Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-279 – Zoning District Change

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 034-23: 2601 S Jackson – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-O (Commercial Office) - ARWEP

BACKGROUND:
The owner of the property wants to develop a duplex. Duplexes are permitted under the C-O Zoning District. The lot is not the most suitable place for a single-family home on a busy arterial street. The C-O Zoning District is compatible with the existing neighborhood and is better suited for this property.

Due to the location along, W 26th St, an arterial street, the property would be better suited under the proposed zoning. As can be seen along W 26th St, directly East and West of this property, these properties have developed into low-intensity commercial zoning, primarily commercial office with some neighborhood commercial properties as well.

The zoning will not detrimentally affect any of the nearby properties. As stated, commercial properties currently create a barrier between 26th St and the Single-Family Residences just South of 26th St.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. John Motazedi spoke in favor of the rezoning. He stated their intent was to build a duplex. There were no questions from the Commission.

PUBLIC COMMENT;
There was no public comment in favor of the rezoning. Ms. Deborah Park, spoke in opposition, stating that the owners of nearby duplexes promised to put up fences and complete upscale rock work, but they did not, and it was not enforced.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-279
Planning & Zoning Commission recommends the approval of Case 034-23 (6 in Favor, 1 Opposed)

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

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 034-23 A request to rezone from District R-1 (Single-Family Residential) to District C-O (Commercial Office)

LOCATION 2601 S Jackson Ave, Joplin, Missouri 64801

APPLICANT ARWEP

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.2 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-O	C-O	R-1	C-O
Land Use	Single-Family Home	Detached Garage	Single-Family Home	Vehicle Storage Garage

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
W 26th St	Arterial	95′
S Jackson Ave	Collector	50′

UTILITIES

The site has access to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map describes the property as future Low-Density Residential on the East side of South Jackson Ave. The West side of S Jackson Ave is shown as Office/Institutional. The proposed use is consistent with the development policies of the Comprehensive Plan.

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

Due to the location along, W 26th St, an arterial street, the property would be better suited under the proposed zoning. As can be seen along W 26th St, directly East and West of this property, these properties have developed into low-intensity commercial zoning, primarily commercial office with some neighborhood commercial properties as well.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning will not detrimentally affect any of the nearby properties. As stated, commercial properties currently create a barrier between 26th St and the Single-Family Residences just South of 26th St.

DISCUSSION

The owner of the property wants to develop a duplex. Duplexes are permitted under the C-O Zoning District. The lot is not the most suitable place for a single-family home on a busy arterial street. The C-O Zoning District is compatible with the existing neighborhood and is better suited for this property.

Staff recommends approval of Case 034-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 034-23
Filing Fee: $550.00
Received: 4/25/23
Date Advertised:
Proj. No.: 23-171
Public Hearing Date: 6/12/23

Applicant: John Motazedi Phone No.: 417-529-3278
Address: 902 Rustic Ridge, Joplin, MO Email: john.motazedi@networkdr.com
Owner: Arwep Phone No.: 417-529-3278
Address: 902 Rustic Ridge, Joplin, MO Email: john.motazedi@networkdr.com
Location of Property: 2601 S. Jackson
Present Use of Property: None. Vacant lot.
Proposed Use of Property: Duplex
Current Zoning: R-1 Requested Zoning: R-2 or C-1 C-O

Spoke with applicant on 5/5/23 - changing to C-O (recommended) TB

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant land	CO
South	Residential House	R1
East	Commercial parking lot.	COPD
West	Vacant land	CO

Character of the Neighborhood: Mix of Commercial and residential.

Relationship to Existing Zoning Pattern:

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

If yes, explain: other properties are zoned CO and R-1

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: Jackson and 26th

Classification of Street(s):

Arterial ☑ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

Unique Characteristic of Property and/or Additional Comment:

See attached email documents.

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

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

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

Signature: _____ **Date:** 4/25/2023

Judy Lowe

From: Tony Smith <trsmithinc@hotmail.com>
Sent: Tuesday, April 18, 2023 3:30 PM
To: Judy Lowe
Subject: Fw: Duplex lot proposal 2601 Jackson

CAUTION: External email. Do not click links or open attachments unless you are confident the content is safe.

Your T.R. Smith Construction Inc. Team!

From: Tony Smith <trsmithinc@hotmail.com>
Sent: Friday, July 8, 2022 6:56 AM
To: Bolander, Troy <TBolande@Joplinmo.org>
Subject: Re: Duplex lot proposal 2601 Jackson

Which is the easier process?

Your T.R. Smith Construction Inc. Team!

From: Bolander, Troy <TBolande@Joplinmo.org>
Sent: Friday, July 8, 2022 6:52 AM
To: Tony Smith <trsmithinc@hotmail.com>
Subject: RE: Duplex lot proposal 2601 Jackson

I apologize Julie. I did check it the day your sent it to me and I got tied up with something and I just forgot to get back with you. Sorry. We are short on the rear yard setback of 2'. It needs to be 25' instead of 23'. There are a couple of things we may be able to do. We could apply to the board of adjustment for a variance of 2'. Also, we may be able to rezone the property to C-1 (Neighborhoods Commercial) since it has frontage on 26th St. This district will still allow a duplex. The C-1 zoning district only requires a 15' front yard setback which will allow you to move the duplex to the north. But, I don't know how much opposition you would get from the residential property owners in the neighborhood. Something to think about.

Troy

-----Original Message-----
From: Tony Smith <trsmithinc@hotmail.com>
Sent: Friday, July 8, 2022 4:54 AM
To: Bolander, Troy <TBolande@Joplinmo.org>
Subject: Duplex lot proposal 2601 Jackson

This email originated outside our network. If it is unsolicited or unexpected, please delete. If expected, use caution when opening any links or attachments.

Good morning,

I was just checking on the status of the proposed duplex at 2601 Jackson. Have you had a chance to review to see if that would work? What do we need to do to get the ball rolling?

Thank you,

Julie Smith

Sent from my iPhone

80'
26th Street
Setback
85'
Jackson
23'
23'
Depth 69'
51'
23'
Setback

Judy Lowe

From: Tony Smith <trsmithinc@hotmail.com>
Sent: Tuesday, April 18, 2023 3:29 PM
To: Judy Lowe
Subject: Fw: Duplex lot proposal 2601 Jackson

CAUTION: External email. Do not click links or open attachments unless you are confident the content is safe.

Your T.R. Smith Construction Inc. Team!

From: Tony Smith <trsmithinc@hotmail.com>
Sent: Friday, July 8, 2022 4:54 AM
To: Troy Bolander <TBolande@joplinmo.org>
Subject: Duplex lot proposal 2601 Jackson

Good morning,

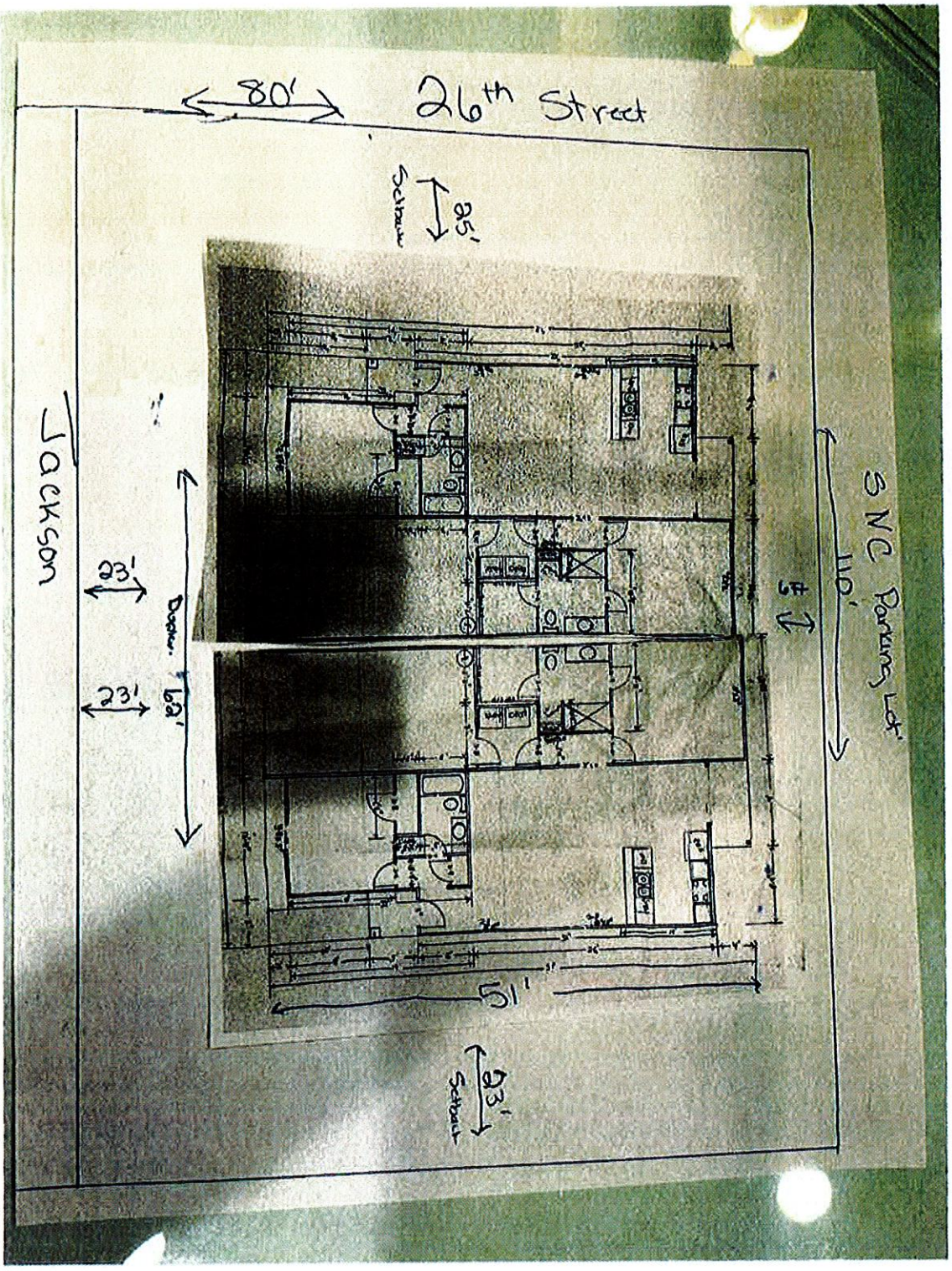
I was just checking on the status of the proposed duplex at 2601 Jackson. Have you had a chance to review to see if that would work? What do we need to do to get the ball rolling?

Thank you,

Julie Smith

Sent from my iPhone

Julie Smith



Sent from my iPhone

Judy Lowe

From: Tony Smith <trsmithinc@hotmail.com>
Sent: Tuesday, April 18, 2023 3:28 PM
To: Judy Lowe
Subject: Fw: 2601 Jackson

CAUTION: External email. Do not click links or open attachments unless you are confident the content is safe.

Your T.R. Smith Construction Inc. Team!

From: Tony Smith <trsmithinc@hotmail.com>
Sent: Friday, July 1, 2022 12:13 PM
To: Troy Bolander <TBolande@joplinmo.org>
Subject: Re: 2601 Jackson

Also most of the houses on this street on the east side are less than 20' from property line on front so if we lined up the front with those it would give us 9 ft in the back yards.

Sent from my iPhone

> On Jul 1, 2022, at 12:10 PM, Tony Smith <trsmithinc@hotmail.com> wrote:
>
> Please don't make fun of my cut and paste. This is my initial thought based on our conversation. Let me know what you think.
>
> Thank you,

BK2236PG1593

4/4/2012 1:52:02 PM

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STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

Donna Grove

RECORDER OF DEEDS

Warranty Deed

THIS DEED, Made and entered into this 3rd day of April , 2012, by and between

David A. Brown and Tamra L. Brown, husband and wife

hereinafter referred to as **GRANTOR,** whether one or more, and

Arwep, LLC, A Missouri Limited Liability Company

hereinafter referred to as **GRANTEE,** whether one or more.
(Grantee's mailing address is **5941 Deer Ridge Trail - Joplin, MO 64804**)

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

All of the West 82 1/2 feet of the North 116 feet of Lot Numbered Fifty-three (53) in MOHASKA SUB-DIVISION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee forever, Grantor covenanting that it, and the heirs, executors, administrators and assigns of such, shall and will WARRANT AND DEFEND the title to the premises unto Grantee, and to the heirs and assigns of such forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record if any, and zoning laws.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed the day and year first above written.

David A. Brown

Tamra L. Brown

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

On this 3rd day of April , 2012, before me, personally appeared David A. Brown and Tamra L. Brown, husband and wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Linda Wheelan

My term expires:

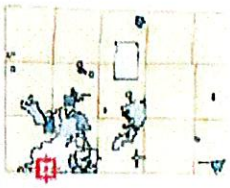
LINDA WHEELAN
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County - Commission # 10395750
My Commission Expires June 3, 2014

17.25
9.75
27.00

Beacon™ Jasper County, MO



Overview



Legend

- County Boundary
- Parcels
- Local Roads

Parcel ID	19501540017003001	Alternate ID	33-009104-1000	Owner Address	ARWEP
Sec/Twp/Rng	15-27-33	Class	R		5941 DEER RIDGE TRL
Property Address	2601 S JACKSON AVE	Acreage	0.221		JOPLIN, MO 64804
District	115				
Brief Tax Description	MOSHASKA SUB W 82.5' N 116' LOT 53				
	(Note: Not to be used on legal documents)				

Any split parcels recorded after the middle of May will not display until the next tax year.

Date created: 4/18/2023
Last Data Uploaded: 4/18/2023 1:21:42 AM

Developed by Schneider GEOSPATIAL

To Whom It May Concern:

RE: Proposed rezoning of the property located at 2601 Jackson

This property is currently zoned R-1; however, it is surrounded to the East, West and North by properties currently zoned CO and COPD. The zoning change would create less traffic on 26th Street as this property would not be used for commercial use.

The rezoning of this property would also allow for additional housing for incoming medical or dental school students as well as additional incoming residents of Joplin.

Case 034-23: Rezoning

2601 S Jackson-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District C-O (Commercial Office)- ARWEP

John Motazedi, 902 Rustic Ridge, Joplin, Missouri. Mr. Motazedi stated his intent was to build a duplex.

Mr. Kimble asked if there were any questions from the Commission on Case 034-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 034-23.

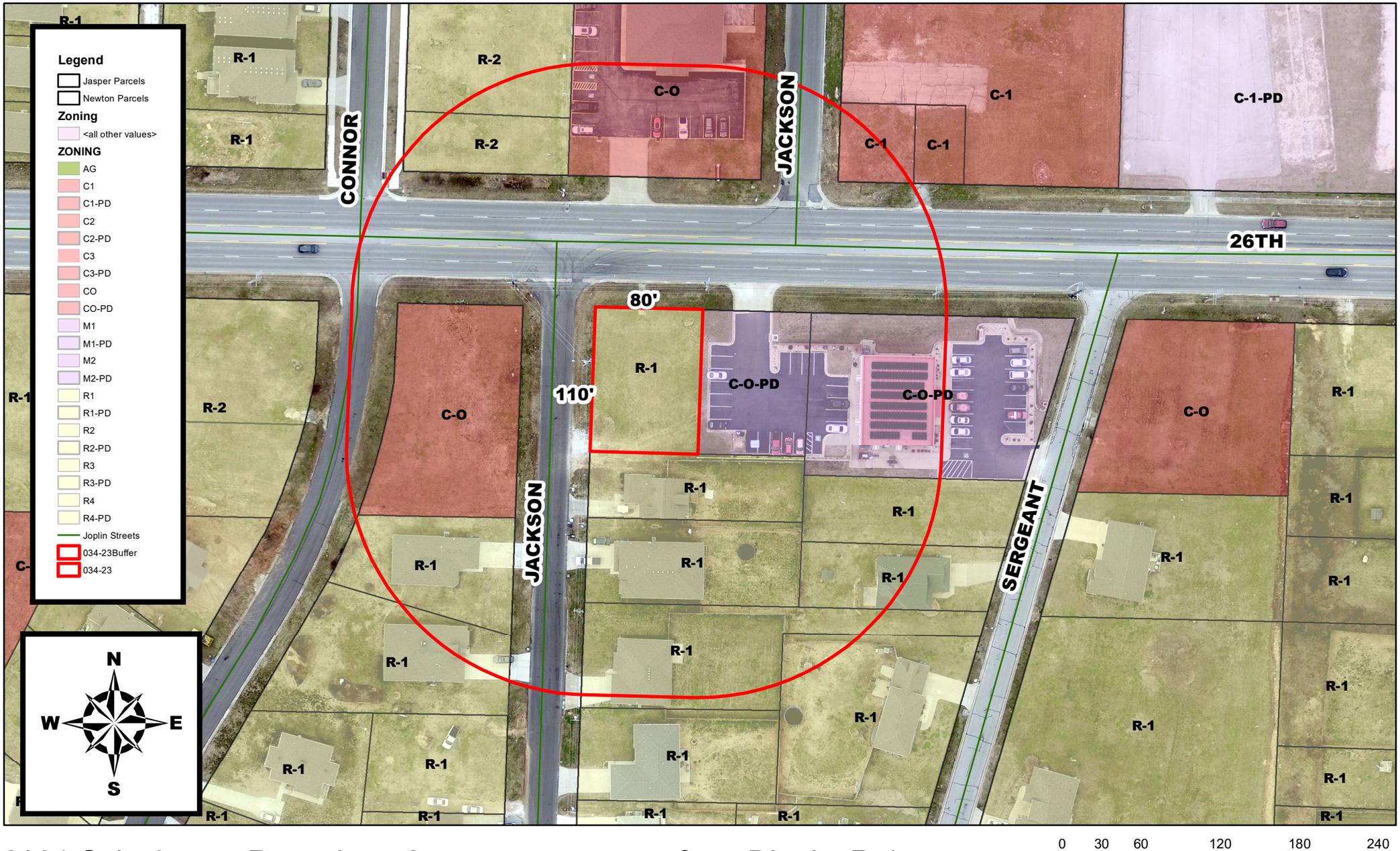
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 034-23.

Deborah Park, 2612 S Jackson, Joplin, Missouri. Ms. Park stated she was speaking in opposition to the rezoning based on the previous duplexes that were built in proximity. Her concerns were the owners of the other duplexes promised to put up fences and complete upscale rock work, but they did not, and it was never enforced. Also, she stated traffic is a major issue.

MR. ROSENBERG MOVED THAT CASE 034-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. JACKSON SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 1 NAY) MR. LANDIS VOTED NAY.

Case 034-23: Rezoning



2601 S Jackson - Rezoning - A request to rezone from District R-1 (Single-Family Residential) to District C-O (Commercial Office) - ARWEP

P & Z Case 034-23
ARWEP
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-279 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District C-O (Commercial Office) property as described below and located at 2601 S Jackson Ave.

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

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

All of the West 82 1/2 feet of the North 116 feet of Lot Numbered Fifty-three (53) in MOHASKA SUBDIVISION 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_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-280 – Zoning District Change

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 035-23: 1728 S Main St – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District C-2 (Central Business) – Ahmed Ibrahim

BACKGROUND:
The owner of the property is wanting to develop apartments and a gym and is required to obtain a downtown commercial zoning. Historically, this neighborhood was designated as an Industrial district, however, it was all developed as downtown commercial.

The Future Land Use Map describes the property as future Industrial. While this and the current zoning depict the area as Industrial, the entire block consists of buildings for the downtown commercial, Central Business District. The requested zoning change is to match the existing characteristics of the neighborhood.

The property and surrounding properties are not suitable for Industrial developments. The existing buildings are downtown commercial, with residential property to the East and West of this block, and Central Business just North of this block along Main Street.

PLANNING & ZONING COMMISSION TESTIMONY:
Bobby Thomas represented the owner of the property and stated that the intent was to convert the 2nd story to apartments. Mr. Rosenberg asked why the area was zoned M-2, as the neighborhood seemed better suited for downtown commercial. Mr. Bolander stated that in the early days of Joplin, we did not have Industrial Parks or Interstates, so this was the designated Industrial district, but it did not develop that way. There was a question about whether the rezoning was part of the building or the entire building. Mr. Thomas replied that they were all separate properties. Mr. Landis asked to abstain due to his family member owning the property behind 1728 S Main St.

PUBLIC COMMENT;
Bobby Landis spoke in favor of the case. He stated he thinks this is a great change for the property and would like to see all the property he owns be rezoned to C-2 as well. There was no public comment in opposition to the request.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-280
Planning & Zoning Commission recommends the approval of Case 035-23 (6 in Favor, 1 Abstained)

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

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 035-23 A request to rezone from District M-2 (Heavy Industrial) to District C-2 (Central Business)

LOCATION 1728 S Main St, Joplin, Missouri 64801

APPLICANT Ahmed Ibrahim

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Downtown Commercial	Approximately 0.5 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Downtown Commercial	Downtown Commercial	Downtown Commercial	Downtown Commercial

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Main St	Arterial	80′

UTILITIES

The site has access to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map describes the property as future Industrial. While this and the current zoning depict the area as Industrial, the entire block consists of buildings for the downtown commercial, Central Business District. The requested zoning change is to match the existing characteristics of the neighborhood.

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

The property and surrounding properties are not suitable for Industrial developments. The existing buildings are downtown commercial, with residential property to the East and West of this block, and Central Business just North of this block along Main Street.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning will not detrimentally affect any of the nearby properties. The characteristics of this block, and North of the block along Main St, were at one point in a downtown commercial zoning.

DISCUSSION

The owner of the property is wanting to develop apartments and a gym and is required to obtain a downtown commercial zoning. Historically, this neighborhood was designated as an Industrial district, however, it was all developed as downtown commercial.

Staff recommends approval of Case 035-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 035-23
Filing Fee: $550.00
Received: 9-4-23
Date Advertised:
Proj. No.: 23-179
Public Hearing Date: 6-12-23

Applicant: BOBBY THOMAS Phone No.: 417-499-6313

Address: 389 E FOUNTAIN JOPLIN Email: bdthomas80@yahoo.com

Owner: AHMED ~~[illegible]~~D IBRAHIM Phone No.: 616-690-8584

Address: 318 S FOX FIRE CT JOPLIN Email: angelawatif4@gmail.com

Location of Property: 1728 S. MAIN ST JOPLIN

Present Use of Property: EMPTY / NOT IN USE

Proposed Use of Property: APARTMENT

Current Zoning: M-2 Requested Zoning: C-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	EMPTY BUILDING	M-2
South	VISITING ANGELS	M-2
East	COATS LOCK & KEY	
West	EMPTY BUILDING	

Character of the Neighborhood: MOSTLY VACANT

Relationship to Existing Zoning Pattern:

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

If yes, explain: CLIENT IS WANTING TO LIVE IN APARTMENT ABOVE PROPOSED GYM.

Conformance with Comprehensive Plan:

Yes	No	
⊗	○	Consistent with Development Policies?
⊗	○	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: MAIN ST

Classification of Street(s):

Arterial ☑ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
⊗	⊗	Is platting required?
⊗	○	Are lots appropriately sized?
⊗	○	Is street right-of-way appropriately sized?

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

Additional Platting Comments: NA

Unique Characteristic of Property and/or Additional Comment:

Midtown

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

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

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

Signature: _____ **Date:** 4-3-23

STATE OF MISSOURI

John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

JOPLIN INVESTMENTS 2000, LLC
LC014381300

filed its Articles of Organization with this office on the 25th day of May, 2022, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 25th day of May, 2022, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 25th day of May, 2022.

Secretary of State

State of Missouri
John R. Ashcroft, Secretary of State
Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

LC014381300
Date Filed: 5/25/2022
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

(Submit with filing fee of $105.00)

1. The name of the limited liability company is
JOPLIN INVESTMENTS 2000, LLC
(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "LLC," or "LLC.")

2. The purpose(s) for which the limited liability company is organized
To engage in buying, selling and rental of commercial and residential real estate

3. The name and address of the limited liability company's registered agent in Missouri is:
Aaron Farber — *Name*
112 S Wood St Ste A — *Street Address: May not use PO Box unless street address also provided*
Neosho, MO 64850-1873 — *City/State/Zip*

4. The management of the limited liability company is vested in: ☐ managers ☒ members *(check one)*

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual
(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer *(PO box may only be used in addition to a physical street address)*:
(Organizer(s) are not required to be member(s), manager(s) or owner(s))

Name	*Address*	*City/State/Zip*
FARBER LAW FIRM, LLC	112 S Wood St Ste A PO Box 86	Neosho MO 64850-1873

7. ☐ Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:
☐ The limited liability company gives notice that the series has limited liability.

New Series:
☐ The limited liability company gives notice that the series has limited liability.

New Series:
☐ The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A)

Name and address to return filed document:
Name: Aaron Farber
Address: Email: farberlawfirm@gmail.com
City, State, and Zip Code:

and agrees that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of any party aggrieved as against the other for a breach or threatened breach of any provision hereof, it being the intention hereof to make clear the agreement of the Members that the respective rights and obligations of the Members hereunder shall be enforceable in equity as well as at law or otherwise.

Section 6. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one instrument.

Section 7. No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Missouri Limited Liability Company Act, and expressly do not intend hereby to form a partnership. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

Section 8. Rights of Creditors and Third Parties Under Company Agreement. This Agreement is entered into among and by the Members for the exclusive benefit of the Members, and their successors and permitted assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any capital contribution or otherwise.

Section 9. Amendment. This Agreement may only be amended by execution of a writing intended as such and signed by a majority in interest.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first above written.

Ahmed Magdy Saeed Ibrahim

STATE OF Missouri)
) ss.
COUNTY OF Newton)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now ~~AHMED ROMAYO~~ IBrahim (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as _____

1722 - 1728 S. MAIN ST JOPLIN MO 64804

(legal description) more commonly known as 1722-1728 S. MAIN ST. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for BOBBY A. THOMAS to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: 5-4-23

Signature of Owner

Printed Name

Signature of Owner

Printed Name

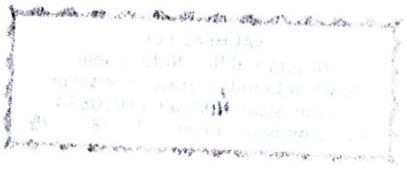
In witness whereof I have hereunto subscribed my name and affixed my official seal this 4 day of May, 2023.

RACHEAL LEE
Notary Public - Notary Seal
Newton County - State of Missouri
Commission Number 21010874
My Commission Expires Jul 18, 2025

Notary

My commission expires: 7/18/2025

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



DEED OF TRUST
WITH FUTURE ADVANCES AND FUTURE OBLIGATIONS
GOVERNED BY SECTION 443.055 RSMO
THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS SECURED IS $221,000.00

MAXIMUM LIEN. The total principal amount of obligations at any one time which is secured by this Deed of Trust, in addition to any interest and any amounts advanced by Lender for the protection of the security interests granted herein, is $221,000.00. This Deed of Trust, including any advances as described above, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date of this Deed of Trust.

THIS DEED OF TRUST is dated August 5, 2022, among Joplin Investments 2000 LLC, whose address is 318 Foxfire CT, Joplin, MO 64801; A MISSOURI LIMITED LIABILITY COMPANY ("Grantor"); People's Bank of Seneca, whose address is Joplin Maiden Lane Branch, 2116 S. Maiden Lane, Joplin, MO 64804 ("Grantee", referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and MGL Trustee, LLC, whose address is 1901 S. Ventura, Ste. A, Springfield, MO 65804 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby grant, bargain, sell, convey and confirm unto the Trustee for the benefit of Lender as Beneficiary the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Jasper County, State of Missouri:**

TRACT 1:
ALL OF LOTS NUMBERED FORTY (40) AND FORTY-ONE (41), IN MITCHELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.
TRACT 2:
ALL OF LOTS NUMBERED FORTY-TWO (42) AND FORTY-THREE (43), IN MITCHELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

The Real Property or its address is commonly known as 1722-1730 South Main Street, Joplin, MO 64801. The Real Property tax identification number is 33-8622-0 & 33-8625-0.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future obligations of Grantor to Lender and all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon; however, in no event shall such future advances and obligations (excluding interest) exceed in the aggregate $221,000.00.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements,

1722 -1728 S. Main St
Joplin MO 64804

To whom it may concern,

The reason for rezoning is so that the we can restore the original residential living space back to residential space. I do not believe the proposed change will impact any traffic conditions or fire hazards. As far as affecting the surrounding properties and benefiting the City of Joplin I feel like it will benefit both just by restoring buildings that have been vacant for close to 10 years. Instead of having vacant buildings that will continue to break down and become more dilapidated it will provide a spark and bring commerce and functionality to a vacant section of Main St.

Case 035-23: Rezoning

1728 S Main St.-Rezoning-A request to rezone from District M-2 (Heavy Industrial) to District C-2 (Central Business)-Ahmed Ibrahim

Bobby Thomas, 389 E Fountain Rd., Joplin, Missouri. Mr. Thomas represented the owner of the property and he stated their intent was to convert 2nd story to apartments. This area had been vacant for a long time.

Mr. Rosenberg proposed a question to City Staff. He noticed all the adjacent properties were M-2 but they are listed as downtown commercial. That is usually a C-2.

Mr. Bellairs stated correct, at some point the zoning was changed in this neighborhood. But the character and the consistency of the neighborhood was built for downtown commercial. What is being done here is similar to the Cleveland Apartments.

Mr. Rosenberg stated he agreed. He thought M-2 was not a good designation for that Main Street property. It appeared to be C-2 or C-3 either one.

Mr. Bolander stated that is correct. It is probably more appropriate as C-2. This is left-over zoning from earlier days of Joplin. We didn't have industrial parks and interstate systems. This was our heavy industrial district. Of course, it did not develop that way. In reality all of that should be zoned C-2.

Mr. Rosenberg said it appeared that he is asking to rezone part of a building. That is one continuous building where you have four different parcels that are zoned M-2. He is asking for one of those parcels even though it was part of another building.

Mr. Bolander stated he may be able to clarify it but his guess is that property line runs down the wall.

Mr. Rosenberg asked if they were all separate properties.

Mr. Thomas replied, yes sir.

Mr. Jackson asked where the parking would be for the residential apartments.
Mr. Thomas stated there is some space on the north end of the building. A parking lot back there that is part of the property.

Mr. Bellairs stated C-2 does not have required parking since that is our downtown commercial zoning.

Mr. Jackson stated he was confused by that. If we were going to rezone property to have residential space, then parking would be important.

Mr. Bolander stated Mr. Bellairs was correct. For C-2 off street parking was not required. To market that you would need off street parking. It doesn't have to be next to the building site, but he knows he needs off street parking. The C-2 usually uses public lots. For any business there without parking it would be difficult to operate.

Mr. Jackson stated so it was not the parking lot directly behind the property.

Mr. Thomas stated no that property belonged to Visiting Angels.

Mr. Kimble asked if there were any questions from the Commission on Case 035-23.

There were none.

Mr. Landis did ask to abstain from this vote due to a family member owning property directly behind 1728 S Main St.

Mr. Kimble asked if anyone wished to speak in favor of Case 035-23.

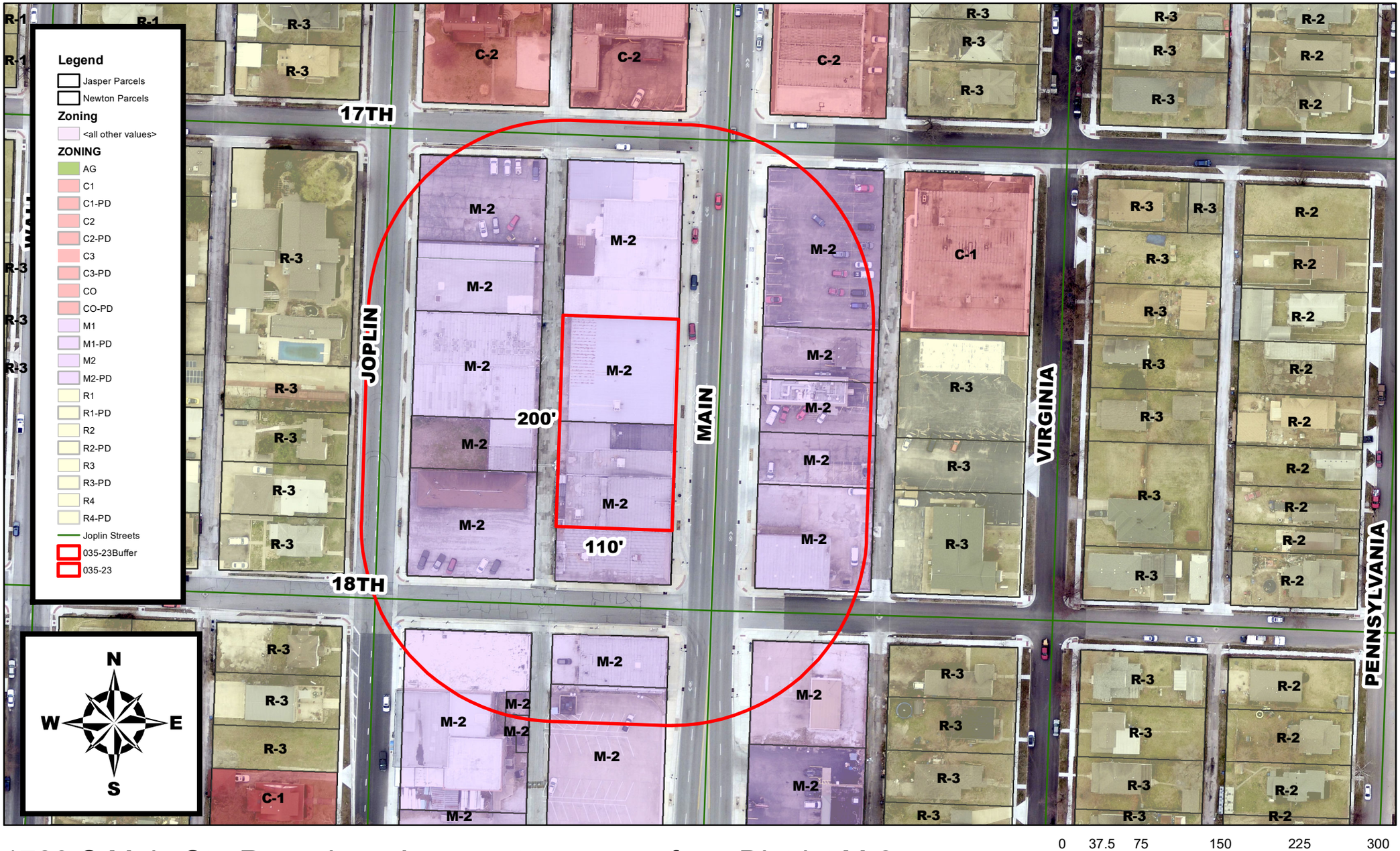
Bobby Landis, 819 E 32nd St., Joplin, Missouri. Mr. Landis stated he thought this was a great change for this property. He stated the next time Planning and Zoning rezoned the property he would be 100 % comfortable in moving all the property that he owns on what would be the east side of Joplin St. adjacent across the alley from this property to be moved to C-2 as well.

Mr. Kimble asked if anyone wished to speak in opposition of Case 035-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 035-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSTAINED) MR. LANDIS ABSTAINED FROM THE VOTE.

Case 035-23: Rezoning



1728 S Main St - Rezoning - A request to rezone from District M-2 (Heavy Industrial) to District C-2 (Central Business) - Ahmed Ibrahim

P & Z Case 035-23
Ahmed Ibrahim
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-280 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) to District C-2 (Central Business) property as described below and located at 1728 S Main St.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District C-2 (Central Business).

TRACT 1: ALL OF LOTS NUMBERED FORTY (40) AND FORTY-ONE (41), IN MITCHELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. TRACT 2: ALL OF LOTS NUMBERED FORTY-TWO (42) AND FORTY-THREE (43), IN MITCHELL'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_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-281 – Zoning District Change

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 036-23: 802 S Maiden Lane – Rezoning – A request to rezone from District M-2 (Heavy Industrial to District C-3 (Commercial) – Dandy Properties

BACKGROUND:
The owner of the property is wanting to develop an O'Reilly's Auto Parts store at the subject location. While the surrounding commercial use is grandfathered, the new development must obtain the proper zoning before being able to develop the property for the proposed use.

The Future Land Use Map depicts the property as future Retail Commercial, which is consistent with the request for C-3. Maiden Ln is an arterial street, and both sides are slowly turning into commercial properties. The surrounding area is not zoned for Commercial use; however, it still has grandfathered uses operating on it (Sonic and the City). The proposition is consistent with the development policies of the Comprehensive Plan.

The zoning will not detrimentally affect any of the nearby properties. Given the grandfathered commercial uses, these properties will most likely eventually rezone to a Commercial zoning as well. The proposed rezoning will match the existing use of neighboring properties.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Scott Wagoner represented the case on behalf of the owner. He stated they are seeking to develop a new O'Reilly's on the property. There were no questions from the Commission.

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

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-281
Planning & Zoning Commission recommends the approval of Case 036-23 (7 in Favor, 0 Opposed)

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

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 036-23 A request to rezone from District M-2 (Heavy Industrial) to District C-3 (Commercial)

LOCATION 802 S Maiden Ln, Joplin, Missouri 64801

APPLICANT Dandy Properties

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approximately 5.75 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	C-1	M-2	M-2
Land Use	Sonic	Neighborhood Commercial	The City - Spa/Vacant	Vacant

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
S Maiden Ln	Arterial	75′

UTILITIES

The site has access to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map depicts the property as future Retail Commercial, which is consistent with the request for C-3. Maiden Ln is an arterial street, and both sides are slowly turning into commercial properties. The surrounding area is not zoned for Commercial use; however, it still has grandfathered uses operating on it (Sonic and the City). The proposition is consistent with the development policies of the Comprehensive Plan.

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

The property and surrounding properties are not suitable for Industrial developments. The existing uses of the neighborhood are commercial, and with the traffic that S Maiden Ln generates, the proposed commercial zoning is better suited for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning will not detrimentally affect any of the nearby properties. Given the grandfathered commercial uses, these properties will most likely eventually rezone to a Commercial zoning as well. The proposed rezoning will match the existing use of neighboring properties.

DISCUSSION

The owner of the property is wanting to develop an O'Reilly's Auto Parts store at the subject location. While the surrounding commercial use is grandfathered, the new development must obtain the proper zoning before being able to develop the property for the proposed use.

Staff recommends approval of Case 036-23.

ENCLOSURES

- Map of property
- Application

Rezoning Procedures

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

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

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

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

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

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

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

Rezoning Application

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

Office Use Only
Case No.: 036-23
Filing Fee: $550.00
Received: 5-5-23
Date Advertised:
Proj. No.: 23-180
Public Hearing Date: 6-12-23

Applicant: O'Reilly Automotive Stores, Inc Phone No.: 417-866-2741

Address: 233 S Patterson Ave, Springfield, MO 65802 Email: pc@weareown.com

Owner: Dandy Properties Phone No.: N/A

Address: 9826 Pine Lake Dr, Houston, TX 77055 Email: N/A

Location of Property: 802 S Maiden Lane

Present Use of Property: Vacant

Proposed Use of Property: O'Reilly Auto Parts Retail Store

Current Zoning: M-2 Requested Zoning: C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Sonic Drive-In	M2
South	US Bank	M2
East	Retail Buildings	C1
West	Vacant	M2

Character of the Neighborhood: North, South and East of the property is developed commercial property, west of the property is vacant land

Relationship to Existing Zoning Pattern:

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

If yes, explain: Existing zoning M-2 will not allow an auto parts retail store

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

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

Street(s) with Access to Property: S Maiden Ln

Classification of Street(s):

Arterial ☑ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
◉	○	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

Signature: _____ **Date:** 9/13/23

STATE OF Texas)
) ss.
COUNTY OF Harris)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Dandy Properties (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as see attached legal description (legal description) more commonly known as 802 S Maiden Lane. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for O'Reilly Automotive Stores Inc. to speak on my behalf and act as my Agent at the meeting in Case Number To Be Determined.

Date: 5/9/23

Signature of Owner

VICTORIA HERRIN
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 9 day of May, 2023.

Luis Tzunux
Notary

My commission expires: January 9, 2027

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

TEXAS ORDINARY CERTIFICATE OF ACKNOWLEDGMENT
Civil Practice & Remedies Code § 121.007

The State of Texas

County of Harris

Before me, Luis Tzunux, Notary Public
Name and Character of Notarizing Officer, e.g., "John Smith, Notary Public"

on this day personally appeared Victoria Herrin
Name of Signer

☐ known to me
☐ proved to me on the oath of

Name of Credible Witness

☑ proved to me through Drivers License
Description of Identity Card or Document

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9 day of May, 2023
Day *Month* *Year*

LUIS TZUNUX
Notary ID #134135050
My Commission Expires
January 9, 2027

Place Notary Seal and/or Stamp Above

Signature of Notarizing Officer

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

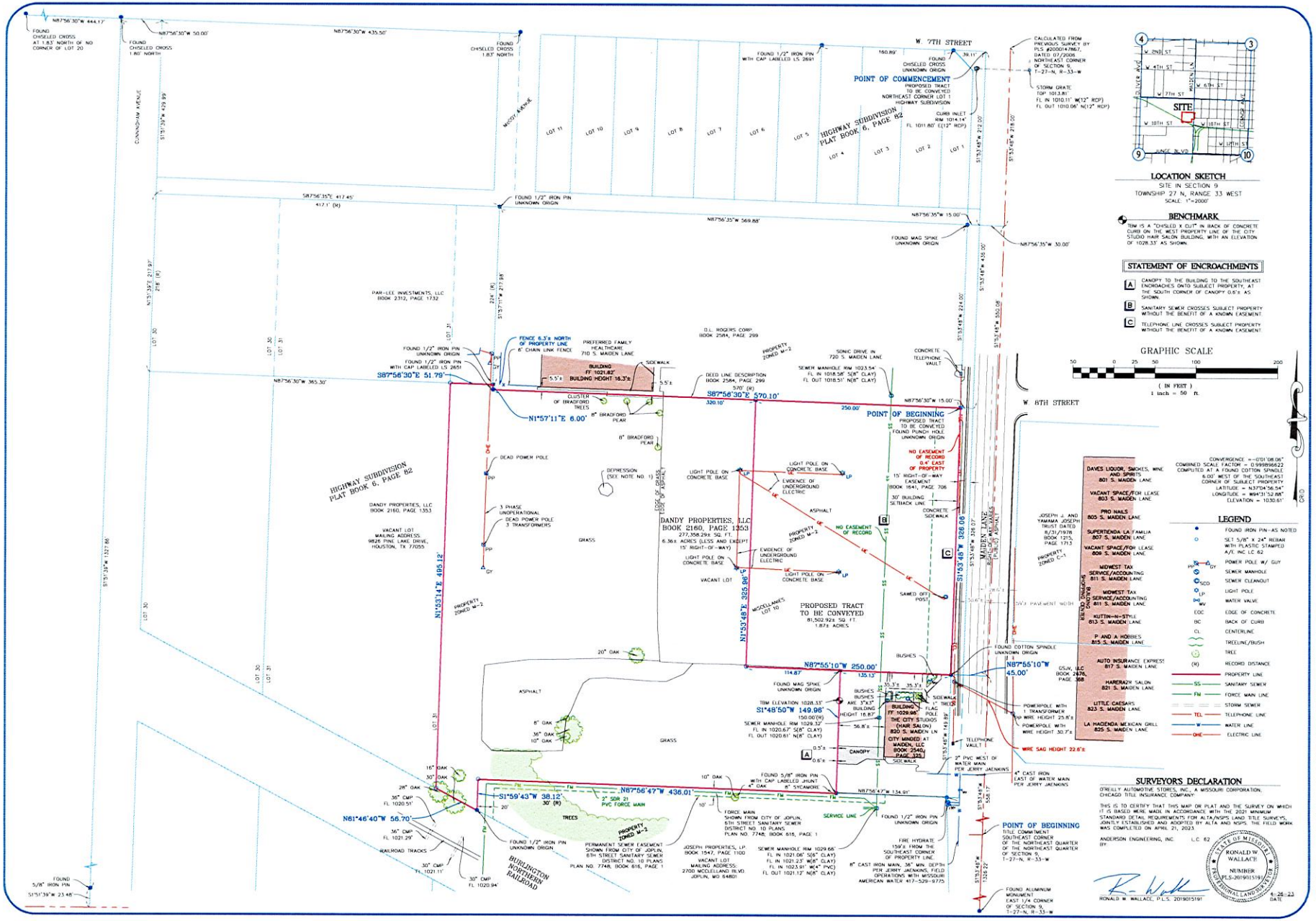
Description of Attached Document

Title or Type of Document: Ownership Affidavit and Consent

Document Date: 5/9/23 Number of Pages: 1

Signer(s) Other Than Named Above: No other signers

©2020 National Notary Association



ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS
811 E. 3RD STREET JOPLIN, MISSOURI 64801 PHONE (417) 782-7399

REVISIONS				DRAWING INFO	
NO	DESCRIPTION	BY	DATE	FIELD BY:	KE, LB
1	CHANGES PER COMMENTS	SLW	4/10/23	DRAWN BY:	SLW
2	REVISION TO TITLE COMMITMENT	SLW	6/26/23	CHECK BY:	RWW
				DATE:	4-4-23
				FIELD BOOK:	
				JOB NUMBER	23J02007

O'REILLY AUTOMOTIVE STORES, INC.

ALTA/NSPS LAND TITLE SURVEY

800 SOUTH MAIDEN LANE
JOPLIN, JASPER COUNTY, MISSOURI

DRAWING NO. JOP-100-6980
SHEET NUMBER 1 OF 2

SV1



LOCATION SKETCH

SITE IN SECTION 9
TOWNSHIP 27 N, RANGE 33 WEST
SCALE: 1"=2000'

STATEMENT OF ENCROACHMENTS

- A — CANOPY TO THE BUILDING TO THE SOUTHEAST ENCROACHES ONTO SUBJECT PROPERTY, AT THE SOUTH CORNER OF CANOPY 0.6'± AS SHOWN.
- B — SANITARY SEWER CROSSES SUBJECT PROPERTY WITHOUT THE BENEFIT OF A KNOWN EASEMENT.
- C — TELEPHONE LINE CROSSES SUBJECT PROPERTY WITHOUT THE BENEFIT OF A KNOWN EASEMENT.

BENCHMARK

ITEM IS A "CHISLED X CUT" IN BACK OF CONCRETE CURB ON THE WEST PROPERTY LINE OF THE CITY STUDIO HAIR SALON BUILDING, WITH AN ELEVATION OF 1028.33' AS SHOWN

ZONING DATA

ZONING INFORMATION PROVIDED BY THE CITY OF JOPLIN PLANNING AND ZONING DEPARTMENT, 417-624-0820

SUBJECT PROPERTY IS ZONED M-2, HEAVY INDUSTRIAL DISTRICT

HEIGHT: BUILDINGS AND STRUCTURES SHALL NOT EXCEED 55 FEET AND SHALL NOT EXCEED FOUR (4) STORIES IN HEIGHT

FRONT YARDS: THERE HALL BE A FRONT YARD OF NOT LESS THAN 30 FEET.

SIDE YARDS: NO SIDE YARD REQUIRED EXCEPT THAT A SIDE YARD ABUTTING A STREET IN THE CASE OF A CORNER LOT, OR A SIDE YARD ABUTTING A ZONED RESIDENTIAL LOT SHALL BE PROVIDED, SUCH SIDE YARD BEING NOT LESS THAN 15 FEET.

REAR YARDS: NO REAR YARD REQUIRED EXCEPT THAT A REAR YARD ABUTTING A ZONED RESIDENTIAL LOT SHALL BE PROVIDED, SUCH REAR YARD BEING NOT LESS THAN 20 FEET.

NOTES

1) POSSIBLE SINKHOLE DEPRESSION DUE TO MINING IN THE JOPLIN, MISSOURI AREA. TO FURTHER INVESTIGATE CONTACT A LOCAL GEOTECHNICAL ENGINEER.

2) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

3) THERE ARE RANDOM FADED STRIPED PARKING ON SUBJECT PROPERTY FROM PREVIOUS RETAIL BUSINESS THAT NO LONGER EXIST.

4) THERE IS NO EVIDENCE OF EARTH MOVEMENT, AT TIME OF FIELD SURVEY.

5) THERE IS NO EVIDENCE OF SITE BEING USED AS A SOLID WASTE DUMP, AT TIME OF FIELD SURVEY.

6) THERE WERE NO PLANNED CHANGES IN STREET RIGHT-OF-WAY PER DAKOTA RUSK, WITH THE CITY OF JOPLIN, 417-624-0820.

7) VERTICAL DATUM IS NAVD88 AS ESTABLISHED BY THE MODOT VRS NETWORK.

8) A TITLE COMMITMENT WAS PROVIDED BY THE CLIENT AND REFERENCED IN THE PREPARATION OF THIS SURVEY. THE TITLE COMMITMENT WAS ISSUED BY CHICAGO TITLE INSURANCE COMPANY, DATED FEBRUARY 8, 2023.

9) MAIDEN LANE IS CLASSIFIED AS A MINOR ARTERIAL ROAD AND THE SPEED LIMIT IS 35 MPH, PER MODOT TRANSPORTATION PLANNING MAP.

10) TELEPHONE LINE SHOWN IS A 48 STRAND PER TREVOR STEAGLE, 816-401-1543.

11) THERE ARE NO GAS LINES ON SUBJECT PROPERTY.

12) WATER LINES ARE APPROXIMATE. 120'± SOUTH OF PROPERTY LINE ON THE WEST RIGHT-OF-WAY OF MAIDEN LANE, NEAREST FIRE HYDRATE IS 159'± FROM SOUTHEAST CORNER OF PROPERTY CORNER ON WEST RIGHT-OF-WAY OF MAIDEN LANE. WATER MAIN NORTH OF FIRE HYDRATE IS A 2" PVC WATER MAIN SOUTH OF FIRE HYDRATE IS 8" CAST IRON. WATER LINES RUNNING EAST TO WEST ARE 4" CAST IRON. WATER LINE INFORMATION PROVIDED BY JERRY JAENKINS, FIELD OPERATIONS WITH MISSOURI AMERICAN WATER 417-529-9775.

13) STORM WATER IS 409'± NORTH OF THE NORTHEAST CORNER OF SUBJECT PROPERTY AT THE INTERSECTION OF MAIDEN LANE AND 7TH STREET.

SCHEDULE B ITEMS

TITLE COMMITMENT PROVIDED BY CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NUMBER: KCC2303391 REVISION 2.24.23
COMMITMENT DATE: FEBRUARY 8, 2023 AT 08:00 AM

(9) AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT

ENTITLED: MEMORANDUM OF LEASE
LESSOR: VICTOR R. FREER AND ETHEL L. FREER
LESSEE: WAL-MART PROPERTIES, INC., A DELAWARE CORPORATION
RECORDING DATE: JANUARY 21, 1974
RECORDING NO: BOOK 1171 AT PAGE 1143.
-NOT PLOTTABLE. SUBJECT TO TERMS AND CONDITIONS WITHIN.

(10) TERMS AND PROVISIONS OF SUBORDINATION AGREEMENT RECORDED JANUARY 23, 1974 IN BOOK 1171 AT PAGE 1391.

ASSIGNMENT OF THE LESSEE'S INTEREST UNDER SAID LEASE,

ASSIGNOR: WAL-MART PROPERTIES, INC., A DELAWARE CORPORATION
ASSIGNEE: HURON ASSOCIATES, A PENNSYLVANIA LIMITED PARTNERSHIP
RECORDING DATE: JANUARY 23, 1974
RECORDING NO: BOOK 1171 AT PAGE 1315.

ASSIGNMENT OF THE LESSOR'S INTEREST UNDER SAID LEASE.

ASSIGNOR: VICTOR R. FREER AND ETHEL L. FREER
ASSIGNEE: MARILYN A. HERRIN, TRUSTEE OF THE MARILYN A. HERRIN REVOCABLE TRUST AGREEMENT DATED DECEMBER 17, 1997
RECORDING DATE: DECEMBER 17, 1997
RECORDING NO: BOOK 1551 AT PAGE 1810.
-NOT PLOTTABLE. SUBJECT TO TERMS AND CONDITIONS WITHIN.

(11) AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT

ENTITLED: MEMORANDUM OF LEASE
LESSOR: VICTOR R. FREER AND ETHEL L. FREER
LESSEE: WAL-MART PROPERTIES, INC.
RECORDING DATE: JANUARY 21, 1974
RECORDING NO: BOOK 1171 AT PAGE 1146.

MODIFICATION OF LEASE RECORDED JANUARY 23, 1974 IN BOOK 1171 AT PAGE 1315.

ASSIGNMENT OF THE LESSOR'S INTEREST UNDER SAID LEASE.

ASSIGNOR: VICTOR R. FREER AND ETHEL L. FREER
ASSIGNEE: MARILYN A. HERRIN
RECORDING DATE: JANUARY 30, 1998
RECORDING NO: BOOK 1551 AT PAGE 1812.
-NOT PLOTTABLE. SUBJECT TO TERMS AND CONDITIONS WITHIN.

(12) AN UNRECORDED LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS SET FORTH THEREIN AS DISCLOSED BY THE DOCUMENT

ENTITLED: MEMORANDUM OF LEASE
LESSOR: HURON ASSOCIATES
LESSEE: WAL-MART STORES, INC.
RECORDING DATE: JANUARY 23, 1974
RECORDING NO: BOOK 1171 AT PAGE 1318.

ASSIGNMENT OF THE LESSOR'S AND LESSEE'S INTEREST UNDER SAID LEASE.

ASSIGNOR: HURON ASSOCIATES AND WAL-MART STORES, INC.
ASSIGNEE: PACIFIC MUTUAL LIFE INSURANCE COMPANY
RECORDING DATE: JANUARY 23, 1974
RECORDING NO: BOOK 1171 AT PAGE 1463.
-NOT PLOTTABLE. SUBJECT TO TERMS AND CONDITIONS WITHIN.

TITLE DESCRIPTION

TITLE COMMITMENT PROVIDED BY CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NUMBER: KCC2303391 REVISION 2.24.23
COMMITMENT DATE: FEBRUARY 8, 2023 AT 08:00 AM

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27, RANGE 33, RUNNING THENCE NORTH ON SECTION LINE BETWEEN SECTIONS 9 AND 10 IN SAID TOWNSHIP 27, RANGE 33, A DISTANCE OF 1101 7/10 FEET TO THE CORNER OF THE MINING LOTS NUMBERED FIFTY-THREE (53), FIFTY-FOUR (54), FIFTY-FIVE (55), AND FIFTY-SIX (56) IN THE KOHNOOR MINING LANDS,
THENCE WEST ALONG THE EAST AND WEST LINE BETWEEN THE SAID LOTS A DISTANCE OF 666 6/10 FEET, THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 1102 1/10 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, THENCE EAST ALONG THE SAID SOUTH LINE TO THE PLACE OF BEGINNING,
EXCEPT ALL OF LOTS NUMBERED THIRTY (30) AND THIRTY-ONE (31) IN HIGHWAY SUB-DIVISION LYING SOUTH OF THE RAILROAD RIGHT-OF-WAY AND ALL OF MISCELLANEOUS LOT NUMBERED TEN (10), LYING SOUTH OF THE RAILROAD RIGHT-OF-WAY IN SECTION 9, TOWNSHIP 27, RANGE 33 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF,
AND EXCEPT ALL THAT PART OF MISCELLANEOUS LOT TEN (10) IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND LOTS NUMBERED THIRTY (30) AND THIRTY-ONE (31) IN THE HIGHWAY SUB-DIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT NUMBERED ONE (1) OF THE HIGHWAY SUB-DIVISION, THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY OF MAIDEN LANE A DISTANCE OF 212 FEET, THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID HIGHWAY SUB-DIVISION A DISTANCE OF 585 FEET TO THE POINT OF BEGINNING, THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF MAIDEN LANE A DISTANCE OF 218 FEET, THENCE WEST AND PARALLEL TO THE NORTH LINE OF LOTS NUMBERED THIRTY (30) AND THIRTY-ONE (31) IN THE HIGHWAY SUB-DIVISION A DISTANCE OF 417.1 FEET MORE OR LESS TO THE WEST PROPERTY LINE OF SAID LOT NUMBERED THIRTY (30), THENCE NORTH A DISTANCE OF 218 FEET TO THE NORTHWEST CORNER OF SAID LOT NUMBERED THIRTY (30), THENCE EAST A DISTANCE OF 417.1 FEET MORE OR LESS TO THE POINT OF BEGINNING,
AND EXCEPT A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT NUMBERED ONE (1) IN THE HIGHWAY SUB-DIVISION, THENCE SOUTH ALONG THE WEST LINE OF MAIDEN LANE A DISTANCE OF 912 FEET TO THE POINT OF BEGINNING, THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID HIGHWAY SUB-DIVISION A DISTANCE OF 585 FEET MORE OR LESS, THENCE SOUTH 30 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY OF THE FRISCO RAILROAD, THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY TO THE WEST RIGHT-OF-WAY OF MAIDEN LANE, THENCE NORTH 266.7 FEET MORE OR LESS TO THE POINT OF BEGINNING,
AND EXCEPT ALL OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF LOT NUMBERED ONE (1) OF HIGHWAY SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN HIGHWAY SUBDIVISION AS RECORDED IN THE JASPER COUNTY RECORDER'S OFFICE, THENCE SOUTH 01 DEGREE 54 MINUTES 51 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY OF MAIDEN LANE A DISTANCE OF 762.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 01 DEGREE 54 MINUTES 51 SECONDS WEST A DISTANCE OF 150.00 FEET, THENCE NORTH 87 DEGREES 56 MINUTES 22 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID HIGHWAY SUBDIVISION A DISTANCE OF 150.00 FEET, THENCE NORTH 01 DEGREE 54 MINUTES 51 SECONDS EAST PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF MAIDEN LANE A DISTANCE OF 150.00 FEET, THENCE SOUTH 87 DEGREES 56 MINUTES 22 SECONDS EAST A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING,
EXCEPT THE EAST 15 FEET FOR ROAD RIGHT-OF-WAY OF MAIDEN LANE, BEING A PART OF MISCELLANEOUS TRACT NUMBERED TEN (10) IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AS SET OUT IN CORPORATION WARRANTY DEED FILED MAY 13, 2020 IN BOOK 2540 AT PAGE 325.

SURVEY DESCRIPTION PROPOSED TRACT TO BE CONVEYED

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2160 AT PAGE 1353 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, AND BEING PART OF MISCELLANEOUS TRACT NUMBER 10 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, HIGHWAY SUBDIVISION, ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 6 AT PAGE 82, THENCE SOUTH 01°53'48" WEST, 436.00 FEET ALONG THE EAST LINE OF SAID LOT 1 AND THE PROJECTION THEREOF, THENCE NORTH 87°56'30" WEST, 15.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIDEN LANE, SAID POINT BEING A FOUND PUNCH HOLE AND THE POINT OF BEGINNING, THENCE SOUTH 01°53'48" WEST, 326.06 FEET ALONG SAID WEST RIGHT OF WAY LINE TO A FOUND COTTON SPINDLE AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2540 AT PAGE 325, THENCE ALONG THE NORTH LINE AND PROJECTION THEREOF OF SAID TRACT NORTH 87°55'10" WEST, 250.00 FEET TO A SET 5/8" IRON PIN WITH CAP LABELLED A/E LC 62, THENCE LEAVING SAID PROJECTION NORTH 01°53'48" EAST, 325.96 FEET TO A SET 5/8" IRON PIN WITH CAP LABELLED A/E LC 62 ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2584 AT PAGE 299, THENCE ALONG SAID SOUTH LINE SOUTH 87°56'30" EAST, 250.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.87 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

SURVEYOR'S DECLARATION

O'REILLY AUTOMOTIVE STORES, INC., A MISSOURI CORPORATION,
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS COMPLETED ON APRIL 21, 2023.

ANDERSON ENGINEERING, INC. L.C. 62
BY:

STATE OF MISSOURI — RONALD W WALLACE — NUMBER PLS-2019015191 — NATIONAL LAND SURVEYOR

RONALD W. WALLACE, P.L.S. 2019015191

4-26-23
DATE

UTILITY NOTE

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATE NO. 2304170723.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 290163 0258 E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

UTILITY OWNERS

SEWER AND STORMWATER
CITY OF JOPLIN
POC: JOE BURTON,
SEWER MAINTENANCE SUPERVISOR
PHONE: (417) 624-0820 EXT 1565

POC: DEAN SMITH,
INFRASTRUCTURE MAINTENANCE SUPERVISOR
PHONE: (417) 624-0820 EXT 1561

POC: LYNDELL EDWARDS,
WASTEWATER TREATMENT PLANTS SUPERVISOR
PHONE: (417) 624-3615

USIC TREVOR STEAGLE
PHONE: (816) 401-1543

GAS
SPIRE MO WEST
POC: CUSTOMER SERVICE
PHONE: (800) 582-1234
USIC TREVOR STEAGLE
PHONE: (816) 401-1543

ELECTRIC
LIBERTY UTILITIES
POC: CUSTOMER SERVICE
PHONE: (800) 206-2300
USIC TREVOR STEAGLE
PHONE: (816) 401-1543

TELECOMMUNICATIONS
AT&T DISTRIBUTION
POC-1: CUSTOMER SERVICE
PHONE: (800) 331-0500
USIC TREVOR STEAGLE
PHONE: (816) 401-1543

WATER
MISSOURI AMERICAN WATER COMPANY
POC-1: CUSTOMER SERVICE
PHONE: (866) 430-0820
USIC TREVOR STEAGLE
PHONE: (816) 401-1543

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS
811 E. 3RD STREET JOPLIN, MISSOURI 64801 PHONE (417) 782-7399

NO	REVISIONS DESCRIPTION	BY	DATE
1	CHANGES PER COMMENTS	SJW	4/10/23
2	REVISION TO TITLE COMMITMENT	SJW	4/26/23

DRAWING INFO

FIELD BY:	KE, LB
DRAWN BY:	SJW
CHECK BY:	RWW
DATE:	4-4-23
FIELD BOOK:	
JOB NUMBER	23.022017

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O'REILLY AUTOMOTIVE STORES, INC.

ALTA/NSPS LAND TITLE SURVEY

800 SOUTH MAIDEN LANE
JOPLIN, JASPER COUNTY, MISSOURI

DRAWING NO. JOP-100-6980
SHEET NUMBER 2 OF 2

SV1

OWN

Engineering beyond.™

May 4, 2023

Joplin, MO Planning Division
Attn: Tyler Bellairs
602 S Main St.
Joplin, MO 64801

Rezone Statement

This statement is to describe the use of changing the current property of 802 S Maiden Ave, Joplin, MO 64801 from M-2 zoning to a C-3 zoning. The reason for the rezoning of this property from M-2 to C-3 is to allow the construction of a new O'Reilly Auto Parts retail store which is not allowed in M-2 zoning.

Summary of Impacts:

Traffic:

O'Reilly Auto Parts stores traditionally are low traffic generators due to ~60% of the business being delivery to local mechanics and the retail business spread over the entire business day.

Fire Hazards:

There are no fire hazards since the business is the sale of retail auto parts with no service.

Will proposed change affect character of surrounding properties:

The proposed change will not negatively affect the character of current surrounding properties as there is an existing bank to the south of the property, an existing Sonic restaurant to the north of the property and an existing retail outlet mall to the west of the property.

The proposed rezoning is consistent with the Comprehensive Plan and is a good fit with the character of surrounding properties.

Will the proposed change benefit the City of Joplin:

This proposed change will provide a substantial benefit to the City of Joplin and its Citizens by bringing stable and good paying job opportunities from a local Company, keeping retail automotive parts prices competitive and providing a long term and consistent presence.

Other existing locations in the City of Joplin have proven to be stable & valuable assets to the City of Joplin and we look forward to continuing this trend with this new location.

Legal Description:

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2160 AT PAGE 1353 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, AND BEING PART OF MISCELLANEOUS TRACT NUMBER 10 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, HIGHWAY SUBDIVISION, ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 6 AT PAGE 82; THENCE SOUTH OF 01°53'48" WEST, 436.00 FEET ALONG THE EAST LINE OF SAID LOT 1 AND THE PROJECTION THEREOF; THENCE NORTH 87°56'30" WEST, 15.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIDEN LANE, SAID POINT BEING A FOUND PUNCH HOLE AND THE POINT OF BEGINNING; THENCE SOUTH 01°53'48" WEST, 326.06 FEET ALONG SADI WEST RIGHT OF WAY LINE TO A FOUND COTTON SPINDLE AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2540 AT PAGE 325; THENCE ALONG THE NORTH LINE AND PROJECTION THEREOF OF SAID TRACT NORTH 87°55'10" WEST, 250.00 FEET TO A SET OF ⅝" IRON PIN WITH CAP LEVELED A/E LC 62; THENCE LEAVING SAID PROJECTION NORTH 01°53'48" EAST, 325.96 FEET TO A SET ⅝" IRON PIN WITH CAP LEVELED A/E LC 62 ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2584 AT PAGE 299; THENCE ALONG SAID SOUTH LINE SOUTH 87°56'30" EAST, 250.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.87 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENT OF RECORD OR FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

37°10'04.7"

Case 036-23: Rezoning

802 S Maiden Lane-Rezoning-A request to rezone from District M-2 (Heavy Industrial to District C-3 (Commercial)-Dandy Properties

Scott Wagoner, 802 S Walker, Webb City, Missouri. Mr. Wagoner represented O'Reilly Automotive. They want to build a new O'Reilly's in the N.E. corner of this property.

Mr. Kimble asked if there were any questions from the Commission on Case 036-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 036-23.

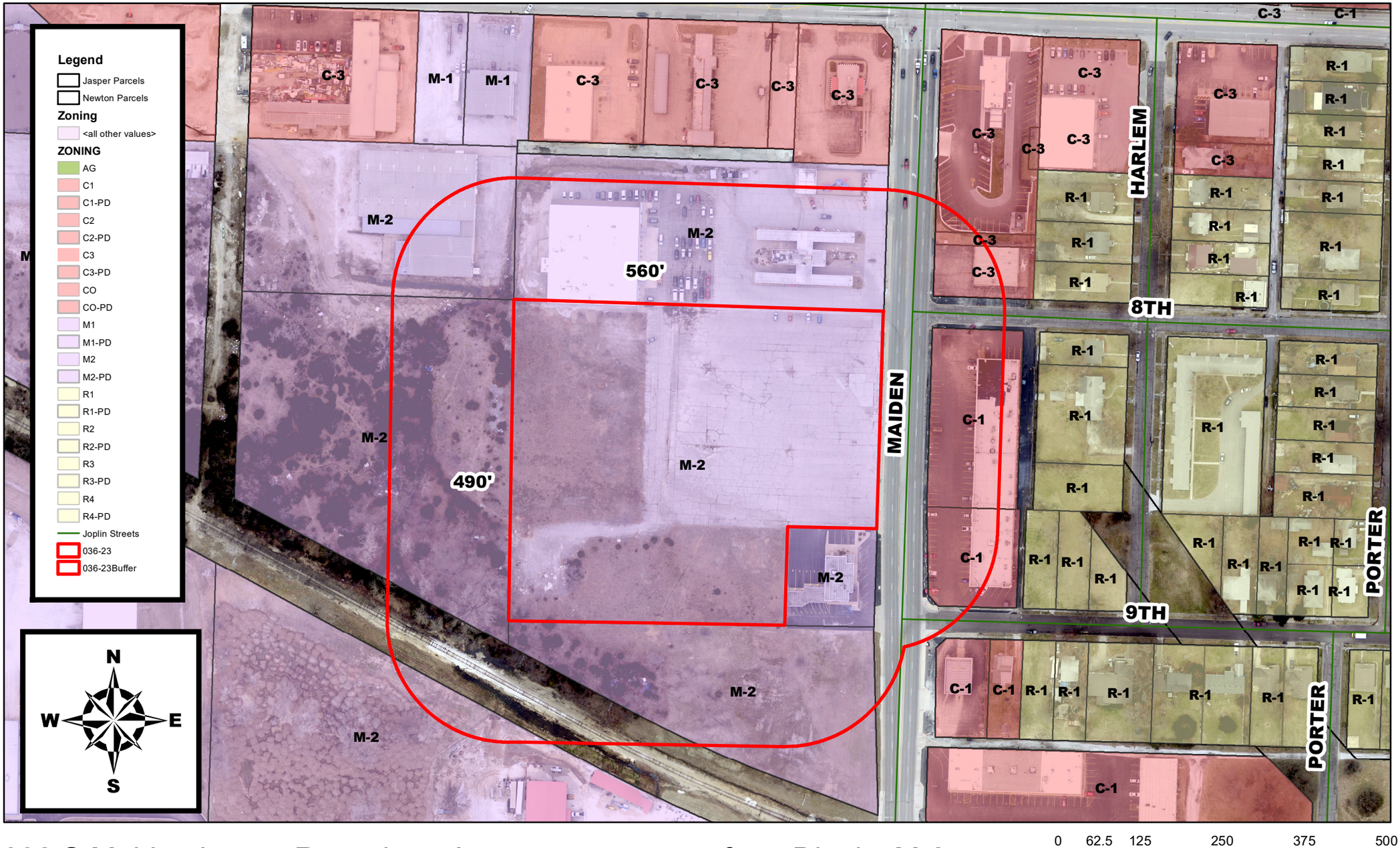
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 036-23.

There were none.

MS. WARREN MOVED THAT CASE 036-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. JACKSON SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 036-23: Rezoning



802 S Maiden Lane - Rezoning - A request to rezone from District M-2 (Heavy Industrial) to District C-3 (Commercial) - Dandy Properties

P & Z Case 036-23
Dandy Properties
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-281 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) to District C-3 (Commercial) property as described below and located at 802 S Maiden Ln.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District C-3 (Commercial).

PART OF A TRACT OF LAND DESCRIBED IN BOOK 2160 AT PAGE 1353 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, AND BEING PART OF MISCELLANEOUS TRACT NUMBER 10 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, HIGHWAY SUBDIVISION, ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 6 AT PAGE 82; THENCE SOUTH OF 01°53'48" WEST, 436.00 FEET ALONG THE EAST LINE OF SAID LOT 1 AND THE PROJECTION THEREOF; THENCE NORTH 87°56'30" WEST 15.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIDEN LANE, SAID POINT BEINA A FOUND PUNCH HOLE AND THE POINT OF BEGINNING; THENCE SOUTH 01°53'48" WEST, 326.06 FEET ALONG SADI WEST RIGHT OF WAY LINE TO A FOUND COTTON SPINDLE AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2540 AT PAGE 325; THENCE ALONG THE NORTH LINE AND PROJECTION THEREOF OF SAID TRACT NORTH 87°55'10" WEST, 250.00 FEET TO A SET OF 5/8" IRON PIN WITH CAP LEVELED A/E LC 62; THENCE LEAVING SAID PROJECTION NORTH 01°53'48" EAST, 325.96 FEET TO A SET 5/8" IRON PIN WITH CAP LEVELED A/E LC 62 ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2584 AT PAGE 299; THENCE ALONG SAID SOUTH LINE SOUTH 87°56'30" EAST, 250.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.87 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENT OF RECORD OR FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-282 – Zoning District Change

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 037-23: Property South of 908 E 7th St, on S Indiana Ave – Rezoning – A request to rezone from District C-3 (Commercial) to District R-3 (Apartment House) – Mason Williams

BACKGROUND:
The owner is requesting to rezone the property to R-3 so that he may construct a Single-Family Home on the lot, consistent with the surrounding area. The developer has done several of the houses in the area.

The Future Land Use Map depicts the property as future Retail Commercial. The proposed zoning is consistent with the development policies of the Comprehensive Plan. The Retail-Commercial District is designed to develop more walkable neighborhoods with a mix of housing types.

The zoning will not detrimentally affect any of the nearby properties. Most of the block is currently zoned R-3, with Single-Family Homes.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mason Williams stated that he was the general contractor for this request. The intent was to build two single-family homes, one on each of the lots. There were no questions from the Commission.

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

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-282
Planning & Zoning Commission recommends the approval of Case 037-23 (7 in Favor, 0 Opposed)

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

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 037-23 A request to rezone from District C-3 (Commercial) to District R-3 (Apartment House)

LOCATION South of 908 E 7th St, Joplin, Missouri 64801

APPLICANT Mason Williams

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Vacant	Approximately 0.15 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	R-3	R-3	C-3
Land Use	Office	Auto Shop	Single-Family House	Commercial (Garage Door Supplier)

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
S Indiana Ave	Local	60′

UTILITIES

The site has access to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map depicts the property as future Retail Commercial. The proposed zoning is consistent with the development policies of the Comprehensive Plan. The Retail-Commercial District is designed to develop more walkable neighborhoods with a mix of housing types.

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

The property and its location on 7th St make it a suitable location for future Commercial activity. However, most of the block consists of Single-Family Residential Homes. Rezoning to R-3 for the development of another one of these homes is also compatible with the existing neighborhood.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning will not detrimentally affect any of the nearby properties. Most of the block is currently zoned R-3, with Single-Family Homes.

DISCUSSION

The owner is requesting to rezone the property to R-3 so that he may construct a Single-Family Home on the lot, consistent with the surrounding area. The developer has done several of the houses in the area.

Staff recommends approval of Case 037-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 037-23
Filing Fee: $550.00
Received: 5/5/23
Date Advertised:
Proj. No.: 23-181
Public Hearing Date: 6/12/23

Applicant: Mason Williams Phone No.: 417-592-7137
Address: 1209 Roosevelt Ave Email: therealtormason@Yahoo.com
Owner: Mason Williams / Pristine Holdings, LLC Phone No.:
Address: 1209 Roosevelt Ave Email:
Location of Property: Campbell's 4th Lots 104. Indiana Ave.
Present Use of Property: Vacant lot
Proposed Use of Property: New construction Single Family Home
Current Zoning: C3 Requested Zoning: R3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Park	R2
South	Vacant Lot	R3
East	New Construction Homes	R3
West	Commercial	C3

Character of the Neighborhood: I own 10 of the individual lots. We are wanting to build new homes.

Relationship to Existing Zoning Pattern:

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

If yes, explain: _____

_____

_____

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: _____

_____

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

Yes

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

Additional Platting Comments: _____

Unique Characteristic of Property and/or Additional Comment:

We are wanting to build new single family homes and clean the neighborhood.

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

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

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

Signature: _____ **Date:** 5/5/23

Recorded in Jasper County, Missouri
Recording Date/Time: 04/29/2022 at 03:23:40 PM
Book: 2640 Page: 13
Instr #: **2022007580**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Warranty Deed

THIS DEED, Made and entered into this 25th day of April, 2022, by and between

Dwaine E. Cales and Margaret A. Cales, husband and wife

hereinafter referred to as **GRANTOR**, whether one or more, and

Pristine Holdings, LLC, a Missouri Limited Liability Company

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

(Grantee's mailing address is 1209 Roosevelt Avenue, Joplin MO 64801)

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

Lot 104 **Tract 1: All of Lot Numbered One Hundred Three (103) in CAMPBELL'S FOURTH ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.**

Tract 2: All of Lots Numbered One Hundred Four (104) and One Hundred Five (105) in CAMPBELL'S FOURTH ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Tract 3: All of Lot Numbered One Hundred Six (106) in CAMPBELL'S FOURTH ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, EXCEPT the North 15 feet for Highway right-of-way.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee forever, Grantor covenanting that it, and the heirs, executors, administrators and assigns of such, shall and will WARRANT AND DEFEND the title to the premises unto Grantee, and to the heirs and assigns of such forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record if any, and zoning laws.

(1) 21-58083 ABBEY-J

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed the day and year first above written.

DWAINE E. CALES

MARGARET A. CALES

STATE OF Indiana)
) ss
COUNTY OF Warrick)

On this 25th day of April, 2022, before me, personally appeared Dwaine E. Cales and Margaret A. Cales, husband and wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

AMANDA REED NOTARY SEAL PUBLIC STATE OF INDIANA MY COMM. EXP. 04/13/2029 COMM. #NP0733052

Amanda Reed
Amanda Reed Notary Public
My term expires: 4-13-2029

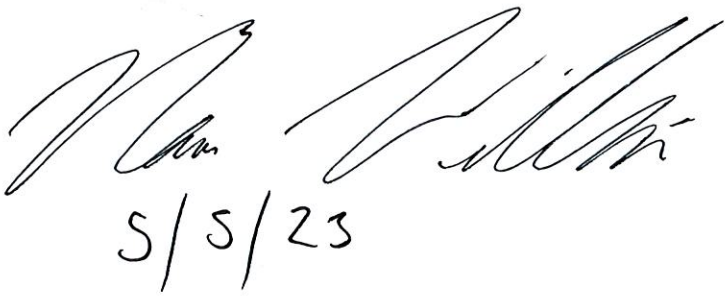
Mason Williams
Pristine Holdings, LLC
1209 Roosevelt Ave
Joplin, MO 64801

To Whom It May Concern:

We are wanting to rezone the C3 lot to R3 on Indiana Ave. It adjoins a lot we own that is vacant and currently R3. Our goal is to build two homes on these lots. This will not cause any traffic issues. It will not cause fire concerns. It will not affect the surrounding areas charecteristics in a negative way. We want to build and improve the surrounding area.

Thank you,

Mason Williams
417-592-7137
therealtormason@yahoo.com



5/5/23

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

JOPLIN
MISSOURI

May 5th
Deadline

Rezoning Procedures

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

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

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

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

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

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

Case 037-23: Rezoning

Property South of 908 E 7th St., on S Indiana Ave-Rezoning-A request to rezone from District C-3 (Commercial) to District R-3 (Apartment House)-Mason Williams

Mason Williams, 1209 Roosevelt, Joplin, Missouri. He stated he was the general contractor. The intent was to build two single family homes, one on each lot.

Mr. Kimble asked if there were any questions from the Commission on Case 037-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 037-23.

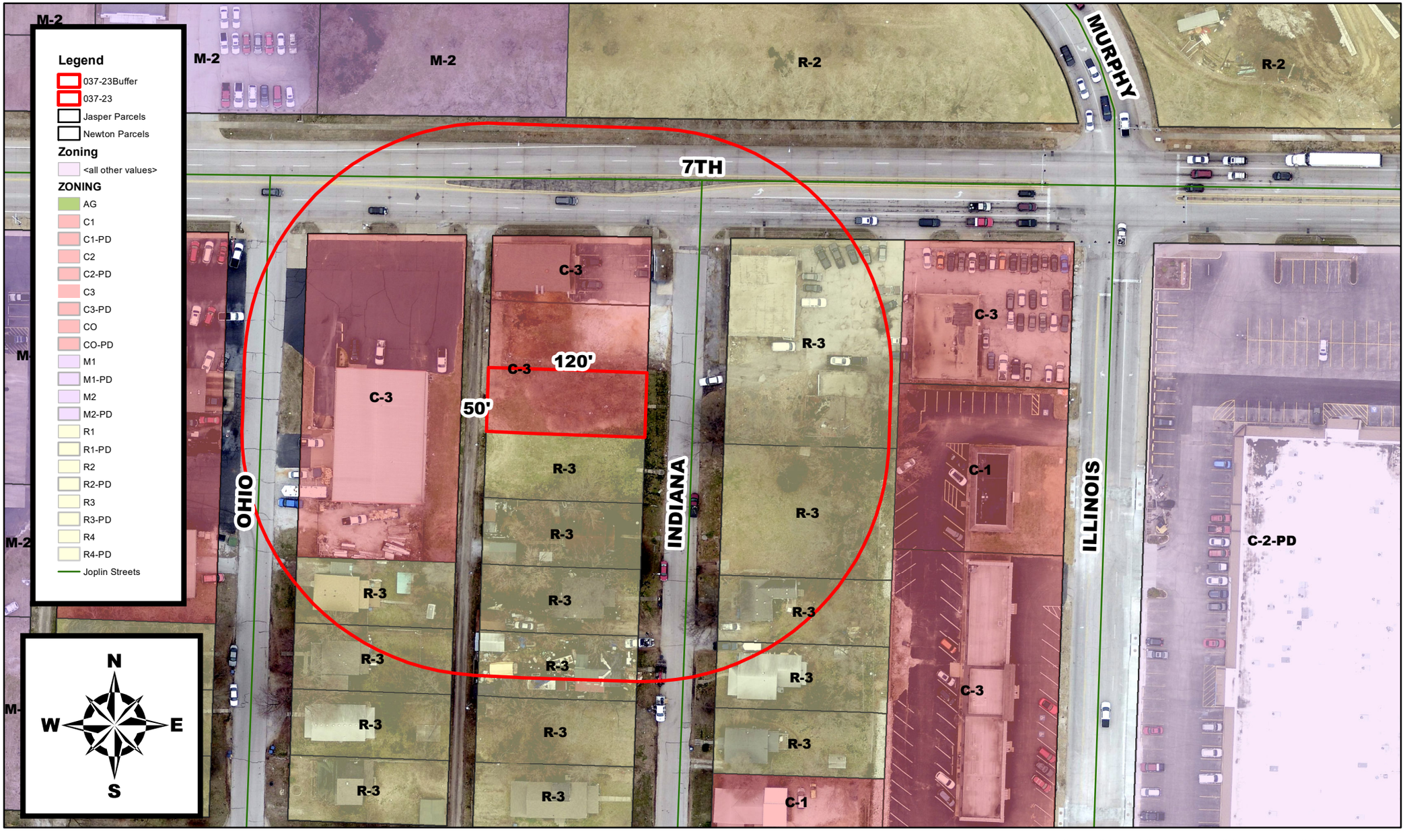
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 037-23.

There were none.

MR. JACKSON MOVED THAT CASE 037-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 037-23: Rezoning



Property South of 908 E 7th St - Rezoning - A request to rezone from District C-3 (Commercial) to District R-3 (Apartment House) - Mason Williams

P & Z Case 037-23
Pristine Holdings, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-282 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) to District R-3 (Apartment House) property as described below and located at 908 E 7th St.

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

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

All of Lots Numbered One Hundred Four (104) in CAMPBELL'S FOURTH 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_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
MONDAY, JUNE 5, 2023

CALL TO ORDER

Mayor Doug Lawson called the June 5, 2023, Joplin City Council special meeting to order at 5:00 p.m.

City Clerk Holly Nagy read the Special Call:

Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a special meeting beginning at 5:00 p.m. on Monday, June 5, 2023, in the 5th Floor Council Chambers, 602 S. Main Street to discuss the topics below.

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

NEW BUSINESS:

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, and to discuss leasing, purchase or sale of real estate by a governmental body where public knowledge of the transaction might adversely affect the legal consideration thereof, pursuant to state law; as set forth in Section 610.021 (1) (2) RSMo, as amended, 2020. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session.

Motion by Mr. Cortez, second by Mr. DeTar to go into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Meeting adjourned at 5:35 PM.

Respectfully,

Holly Nagy, City Clerk

JOPLIN CITY COUNCIL
JUNE 20, 2023
MEETING MINUTES

CALL TO ORDER

The June 20, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Boy Scout Troop of America Troop 333.

ROLL CALL

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

Absent: Kate Spencer

Motion by Mr. Cortez, second by Dr. Farnham to excuse the absence of Kate Spencer. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

PRESENTATIONS

Legislative Update

Tony Dugger from Burtonliese presented.

Capital Improvement and Public Safety Sales Tax Oversight Committee Semi-Annual Report

Leslie Haase and Lori Haun presented.

Proposition Action Update

Rob O'Brian presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Joplin Parks and Recreation has partnered with community organization to focus on water safety and drowning prevention for children ages 5 through 12. The Show-Me Water Safety Event will be offered twice on Saturday, June 24 to teach children important life skills when they are around or in water and also will educate parents about these areas.

• Safety measures to take when around water • Safety tips and swimming in water • Staying healthy on the water • Boating safety and • Emergencies and First Aid will be featured as the kids and their parents through these stations to receive instructions and details about each area. The kids will get into the water to practice their new skills, so they'll need to wear swimwear to the class.

A great feature of the program is that all kids will be weighed and fitted for a free U.S. Coast Guard-approved life jacket. The sessions on Saturday, June 24 will be held at Wildcat Park with the first one from 10 am to 12 noon and the second class is from 2 to 4 p.m. Spots are limited for these events, for more information about the Show-Me Water Safety Event please visit www.joplinparks.org or call 417-625-4750.

This water safety program is brought to you by the Joplin Family Y, Joplin Parks and Recreation, Joplin Fire Department, Redings Mill Fire Protection District, Joplin Police Department, Joplin Emergency Management, Wildcat Glades, Missouri Department of Conservation, Southwest Missouri Bank, The Alliance of Southwest Missouri and Missouri Southern State University

The City will hold a Public Meeting focusing on the Tin Cup Trail project on Tuesday, June 27. This pedestrian and bike trail will follow the Tin Cup Creek, south of the Joplin Family Y. It will also connect the St. Johns Trail near Mercy Park to the trails in McIndoe Park along Shoal Creek. When completed the Tin Cup Trail will provide more than a mile of new trail in the southern portion of Joplin.

The Public Meeting will be held from 4 p.m. to 6 p.m. on Tuesday, June 27 for citizens to learn more about the project. It will be held in the community room at the Joplin Family Y, 3404 W. McIntosh Circle. This is an informal open house that allows citizens to come-and-go as their schedules allow. They can view informational displays, visit with City staff about the trail and ask questions about the project.

Parts of the trails could include creek crossings and other associated challenges. Allgeier, Martin and Associates will assist with designing this section of the trails, and their staff will also be at the meeting. The Tin Cup Trail project is funded by the Parks and Stormwater Sales Tax, which was recently renewed in 2021. If you are unable to attend the meeting and would like to discuss the project, please contact Dakota Rusk, Traffic Engineer, at 417-624-0820, ext. 1598, or email drusk@joplinmo.org

And on Wednesday, June 28, CFI and Visit Joplin are co-hosts for the return to Joplin of The Great Race. 120 of road-worthy antique and classic automobiles will line the 300 to 500 block of Main Street starting at 4:30 p.m. Only cars built in 1974 and earlier can participate. Joplin is hosting the end and overnight stay as day five of the 9-day event concludes.

In all, the Great Race covers more than 2,300 miles. It starts in St. Augustine, Florida, on June 24 and the race will be completed on July 2 in Colorado Springs, Colorado. A new feature has popped up for this event - Joplin's Main Street will also have Mini Coopers lined up in the 100 and 200 blocks for car enthusiasts to enjoy. More information is available at VisitJoplinMO.com or CelebrateJoplin.com.

The 2023 Joplin Independence Day Celebration will kick off at 5:30 p.m on Tuesday, July 4th. at Fred G. Hughes Stadium, located on the campus of Missouri Southern State University. This spectacular event will feature live music by The Mixtapes, food trucks and fireworks.

Schedule of Events:
- 5:30pm: Event Kick Off: Food Trucks Open
- 7:00pm: Stadium Opens to Visitors
- 7:30pm: Live Music by The Mixtapes
- 9:45pm: Fireworks Show (approximate show time is 20 minutes)

The show will be set to music, which visitors can tune into 88.7 KXMS to experience. The football stadium is a NCAA regulation field and no one will be allowed on the football turf. Seating is available in the stadium and along the grass around the field. Plenty of parking will be available throughout the campus. A festivities map will be posted closer to the event as well as a list of expected vendors. For more information about this year's celebration visit https://www.mssu.edu/independenceday

Due to the high winds over the weekend, some residents have experienced down limbs and branches. The City's Public Works has opened the Free Tree Limb Drop-Off Site this week. It opened today and will be open through Friday, June 23. Hours are from 8:30 a.m. -2 p.m. The drop-off site is located at 1702 North Schifferdecker Avenue, just about a half-mile north of Belle Center Road on the west side of Schifferdecker.

CITIZEN REQUESTS AND PETITIONS

McKenna Pulsipher spoke regarding continuing the conversation about the signs around town which display bigoted messages.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. DeTar to approve the Consent Agenda. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

Minutes of the June 5, 2023, City Council Meeting

COUNCIL BILL NO. 2023-270 - AN ORDINANCE providing to vacate approximately 130 feet of an alley, approximately located between 508 S Virginia Ave and 512 S Virginia Ave, City of Joplin, Jasper County, Missouri. The Council Bill was declared adopted and entitled **Ordinance No. 2023-078**.

COUNCIL BILL NO. 2023-272 - AN ORDINANCE providing to vacate approximately 200 feet of 9th St, approximately located between S Rex Ave and S Peters Ave, City of Joplin, Jasper County, Missouri. The Council Bill was declared adopted and entitled **Ordinance No. 2023-079**.

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-112

Dr. Farnham introduced Council Bill No. 2023-112 - AN ORDINANCE approving an agreement with Olsson, Inc for professional engineering services in the not to exceed amount of Two Million Five Hundred Thirty-Six Thousand Nine Hundred and 00/100 Dollars ($2,536,900.00) for the ARPA Stormwater Grant 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. Farnham, second by Mr. Cortez that Council Bill No. 2023-112 be passed on an emergency basis. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-080.**

COUNCIL BILL NO. 2023-113

Mr. Copple introduced Council Bill No. 2023-113 - AN ORDINANCE approving an agreement with Allgeier, Martin and Associates, Inc. for professional engineering services in the not to exceed amount of Seven Hundred Eighty-Eight Thousand and 00/100 Dollars ($788,000.00) for the ARPA Wastewater Grant 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. Copple, second by Mr. DeTar that Council Bill No. 2023-113 be passed on an emergency basis. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-081.**

COUNCIL BILL NO. 2023-128

Mr. DeTar introduced Council Bill No. 2023-128 - AN ORDINANCE approving the City of Joplin to enter into a Governor's Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Cortez that Council Bill No. 2023-128 be passed on an emergency basis. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-082**.

COUNCIL BILL NO. 2023-129

Mr. Shaw introduced Council Bill No. 2023-129- AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Three Million One Hundred Seventy-Eight Thousand Two Hundred and Twenty-Two and 50/100 Dollars ($3,178,222.50) for the Baker's Branch East Wastewater Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Dr. Farnham that Council Bill No. 2023-129 be passed on an emergency basis. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-083**.

COUNCIL BILL NO. 2023-512

Mr. Cortez introduced Council Bill No. 2023-512- AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations and containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar to amend the Council Bill by striking the communications section of Section A of the proposed ordinance. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1.

Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2023-512 be passed as amended on an emergency basis. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-084.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-009

Mr. Cortez introduced Council Bill No. 2023-009 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Right of Access and Construction Agreement (MOU) with East Town Dreams District for the purpose of building a park and playground for children – "HOPE PARK" – on the City's Joe Becker Stadium Clubhouse North Lot; establishing responsibilities for the East Town Dreams District and the City relating to the construction of improvements and maintenance of HOPE PARK; and, authorizing the City Manager to execute said Agreement (MOU) by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-009 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Bill was read as Council Bill No. 2023-009.

COUNCIL BILL NO. 2023-127

Mr. Copple introduced Council Bill No. 2023-127 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD), for the purpose of street construction improvements associated with the 20th Street Widening from Schifferdecker Avenue to Country Club Drive Project; authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2023-127 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Spencer, 1. The Bill was read as Council Bill No. 2023-127.

SECOND AND THIRD READING

COUNCIL BILL NO. 2023-119

Mr. Cortez introduced Council Bill No. 2023-119 - AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One and 00/100 dollars ($863,731.00) for professional engineering services for the Main Street Streetscape 8th to 15th Street 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. Cortez, second by Dr. Farnham to pass Council Bill No. 2020-119 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-085**.

COUNCIL BILL NO. 2023-271

Mr. DeTar introduced Council Bill No. 2023-271 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located along Missouri Highway I-249 South of Newman Rd. Motion by Mr. DeTar, second by Mr. Copple to pass Council Bill No. 2020-271 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-086**.

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Copple would like for the City Manager to post signs in the City Hall Building and Chambers that large bags are subject to search.

Mr. Copple would like the flyers produced for the shooter bottles to be used in City promotions and publications.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, as set forth in Section 610.021 (1) RSMo, as amended, 2020. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session. Motion by Mr. Cortez, second by Mr. DeTar to go into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1.

The meeting was adjourned at 7:30 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-009 – authorizing the City of Joplin to enter into a Right of Access and Construction Agreement (Memorandum of Understanding), for the purpose of building a park and playground for children ("HOPE PARK") on/at the Joe Becker Stadium Clubhouse Lot and establishing responsibilities of the parties.

MEETING DATE
June 20, 2023

ORIGINATING DEPARTMENT
Parks & Recreation – Paul Bloomberg

ATTACHMENTS
Council Bill No. 2023-009; Exhibit "A" – Right of Access And Construction Agreement (MOU); Exhibit "B" – Map of property; Exhibit "C" – Hope Park architectural design.

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

SUMMARY
This Council Bill approves an MOU between the City of Joplin and the East Town Dreams District for the purpose of building a park and playground for area children on the Joe Becker Stadium Clubhouse Lot.

BACKGROUND
On September 4, 2018, the East Town Dreams District presented the proposed partnership of "Hope Park" to City Council expressing an interest in building a park and playground for area children. The City of Joplin would own and maintain the property, with the East Town Dreams District raising funds to design and construct a park with several amenities that area children would be able to enjoy. City Council approved the East Town Dreams District to continue with designing and come back at a later date with a donation request. During this time, with the COVID pandemic affecting our area, the East Town Dreams District continued with the design, while discussing amenity details with the Joplin Parks and Recreation Department.

In the Spring of 2023, the East Town Dreams District and City of Joplin staff met to discuss design and develop a Memorandum of Understanding to enter into a Right of Access and Construction Agreement.

FUNDING SOURCE
Not applicable to this item.

RECOMMENDATION
Staff recommends this Council Bill be placed on First Reading.

PB/PCE:ab

RIGHT OF ACCESS AND CONSTRUCTION AGREEMENT

This Right of Access and Construction Agreement ("Agreement") entered into by and between City of Joplin, Missouri, a constitutional charter city organized under the laws and statutes of the State of Missouri ("City" or "Property Owner" or "Grantor") and East Town Dreams District ("Grantee"), on this _____ day of _____ , 2023.

WHEREAS, the City of Joplin owns the following real estate in Joplin, Jasper County, Missouri:

Joe Becker Stadium Clubhouse North Lot (the "real estate")

WHEREAS, Grantee endeavors to build, "HOPE PARK", a park and playground for children in the area and would like to construct said improvements on the real estate;

WHEREAS, the City is permitting Grantee the right to construct said improvements on the real estate with the express understanding between the parties that the improvements will become the property of the City of Joplin upon completion of the work, subject to the terms, covenants and conditions outlined in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

1. The City of Joplin hereby authorizes Grantee and its contractors, subcontractors or assigns to enter upon the real estate, as specifically identified on the aerial map attached hereto and incorporated herein by reference as Exhibit A. City and Grantee will coordinate with each other to determine the precise location for the improvements and will mark the boundary lines with flags or other markers in order to designate the exact area for which this Agreement applies.

2. The City of Joplin grants Grantee the right to access the real estate for the purpose of constructing improvements that include playground equipment, a pavilion, and related improvements in accordance with the construction plans and illustrations attached hereto and incorporated herein by reference as Exhibit B.

3. Construction Plans. Grantee will submit building plans to the City for approval before construction begins. All construction shall be in accordance and compliance with the submitted plans. Any deviation from the plans must be approved in writing by the City. All finished construction shall be done in a good and workmanlike manner and completion of the construction shall be completed within one hundred eighty (180) days from the time work begins. All improvements, including all fixtures, shall become the property of the City Upon the completion of the construction of the improvements outlined in Exhibit B.

4. Permits and Licenses. Grantee shall obtain such state, county, and local, permits or licenses as are required for the construction of the improvements.

EXHIBIT "A"

5. Liens. If any mechanics, laborers, materialmen or any other lien shall at any time be filed against the leased premises as a result of Grantee's construction, Grantee shall, within thirty (30) days after such lien is made or filed, cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise. Notice is hereby given that the City shall not be liable for any labor or materials furnished to Grantee and no mechanics' or other liens shall attach to or affect the reversionary or other estate or interest of City in and to the property leased herein.

6. Prevailing Wage Project. This is a prevailing wage project and prevailing wage shall be paid to all contractors and subcontractors as required by law.

7. Maintenance and Improvements. City shall provide some maintenance on the real estate, including trash removal and mowing and weed eating, and shall perform regular and routine maintenance at the property. City will also add new fence to create a boundary between Hope Park and Joe Becker Stadium Clubhouse. Grantee shall provide flower bed maintenance and assist with litter within park. Future improvements to Hope Park must be agreed mutually by both organizations.

8. Park Rules and Regulations. Grantee must follow the Park Rules and Regulations set forth in the City of Joplin Ordinances. These rules and regulations are the same for all parks that the City of Joplin maintains and operates.

9. Insurance. Grantee's contractor shall procure and maintain a Certificate of Insurance covering Worker's Compensation insurance from a responsible insurance company acceptable to City and said insurance shall provide for the payment of compensation in accordance with the laws of the State of Missouri for all employees of the Grantee, its agents and contractors, and further insuring City against any and all liability for personal injury or death of such employees. Grantee shall, during the entire term of this Agreement, keep in full force and effect policies of public liability and property damage insurance with respect to the construction of improvements by Grantee, its agents and contractors, and Grantee's use of the Property, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 for personal injury and $50,000.00 for damage to property. The policy shall name City, any person, firms or corporations designated by City, and Grantee as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to City and a copy of the policy, or a Certificate of Insurance shall be delivered to City.

10. Indemnification of City. Grantee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be City, its agents or employees, or Grantee, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this

Agreement or any construction work done hereunder or business or activities performed or conducted by Grantee after construction is complete, except that Grantee shall have no obligation of indemnification to the city or any other person or entity for personal injury, property damage or death caused by the negligence or intentional acts of the city or its agents, employees and assigns. Neither shall Grantee have no obligation of indemnification to the city or any other person or entity for personal injury, property damage or death resulting from incidents which take place when the property is being used by the city or any other person or entity other than Grantee, unless Grantee contributed to the negligence.

11. Damage or Destruction of Leased Premises. The City will maintain insurance on the improvements and in the event that the property is destroyed or damaged so as to be unfit for ordinary use, by fire, storm, explosion, earthquake or other casualty, the City will proceed to restore the premises within a reasonable time.

12. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Grantor as follows:

City of Joplin, Missouri
Nicholas Edwards, City Manager
602 S. Main Street
Joplin, Missouri 64801,

and to Grantee as follows:

_____
_____
_____

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

13. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

14. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

15. Heirs, Successors and Assigns. Each and every obligation contained in this Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

16. Contingent of City Council Approval. This Agreement is contingent on approval from the Joplin City Council.

17. Assignment. This Agreement is not assignable by Grantee, without the express written consent of the City.

18. Term. The term of this agreement shall be for a period of ten (10) full fiscal years, as the City uses, specified above, following the completion of construction. This Agreement shall automatically and continually renew for successive five (5) year terms thereafter unless terminated by Grantee or Grantor upon written notice to the other party, no less than thirty (30) days prior to the start of a new term.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first written above.

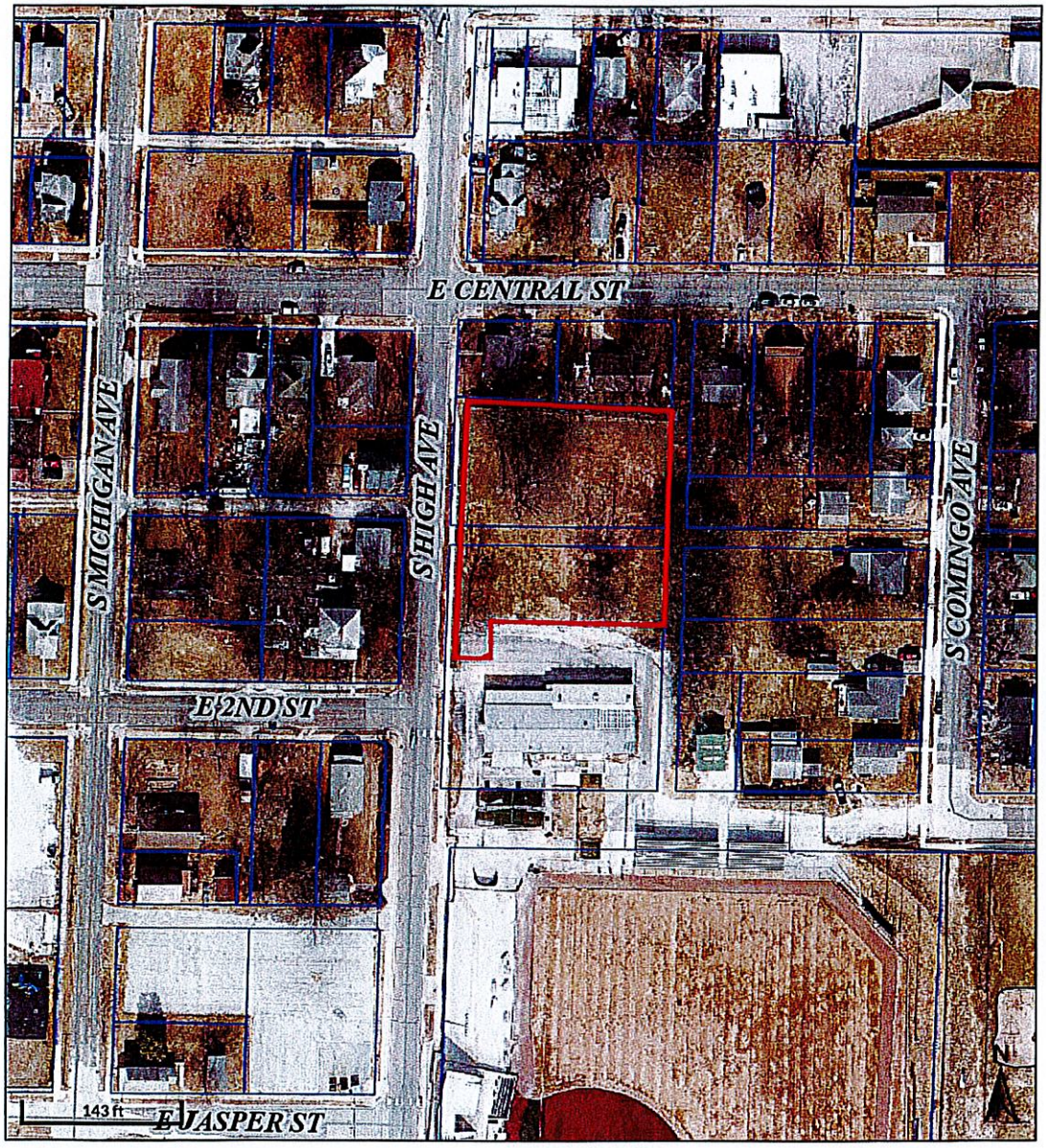
CITY OF JOPLIN

By: _____
Nicholas Edwards
City Manager

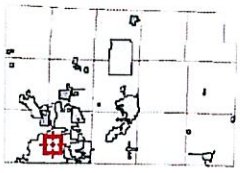
East Town Dreams District ("HOPE PARK")

_____
President

Beacon™ Jasper County, MO



Overview



Legend

- County Boundary
- Parcels
- Local Roads

Any split parcels recorded after the middle of May will not display until the next tax year.

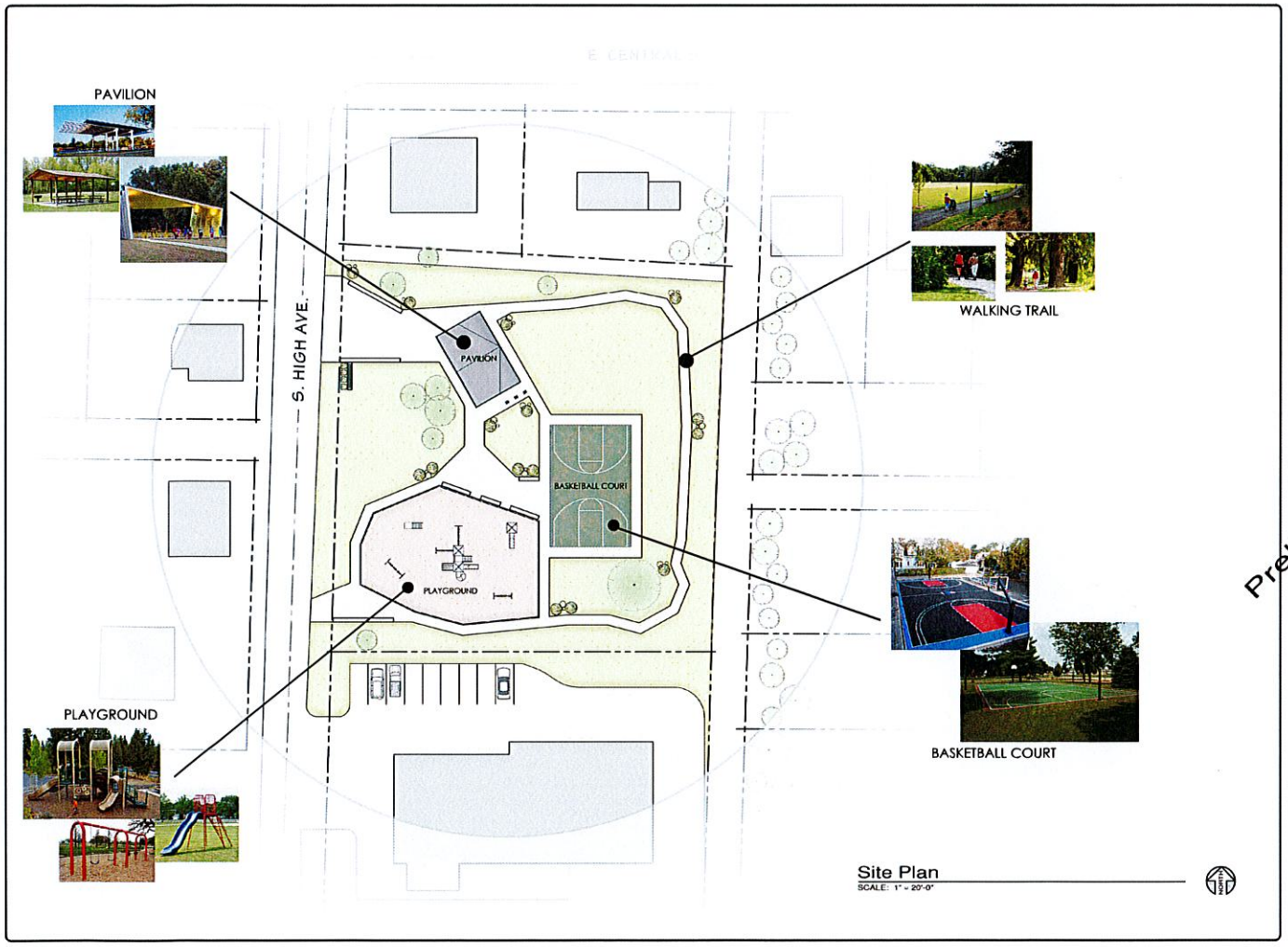
Date created: 5/16/2023
Last Data Uploaded: 5/16/2023 1:17:11 AM

Developed by Schneider GEOSPATIAL

Exhibit "B"



Exhibit "C"



Site Plan
SCALE: 1" = 20'-0"

Revisions	By

Last Modification
DATE | INITIALS

Hunter & Millard ARCHITECTS, INC.
3329 E. 32nd St., Suite 7F
Joplin, Missouri 64804
(417) 624-8672
jeff@hunterandmillard.com
website:
hunterandmillard.com
Check us out on Facebook:
Hunter & Millard Architects, Inc.

Hunter & Millard ARCHITECTS, INC.
Missouri Certificate of Authority: A-2008008317

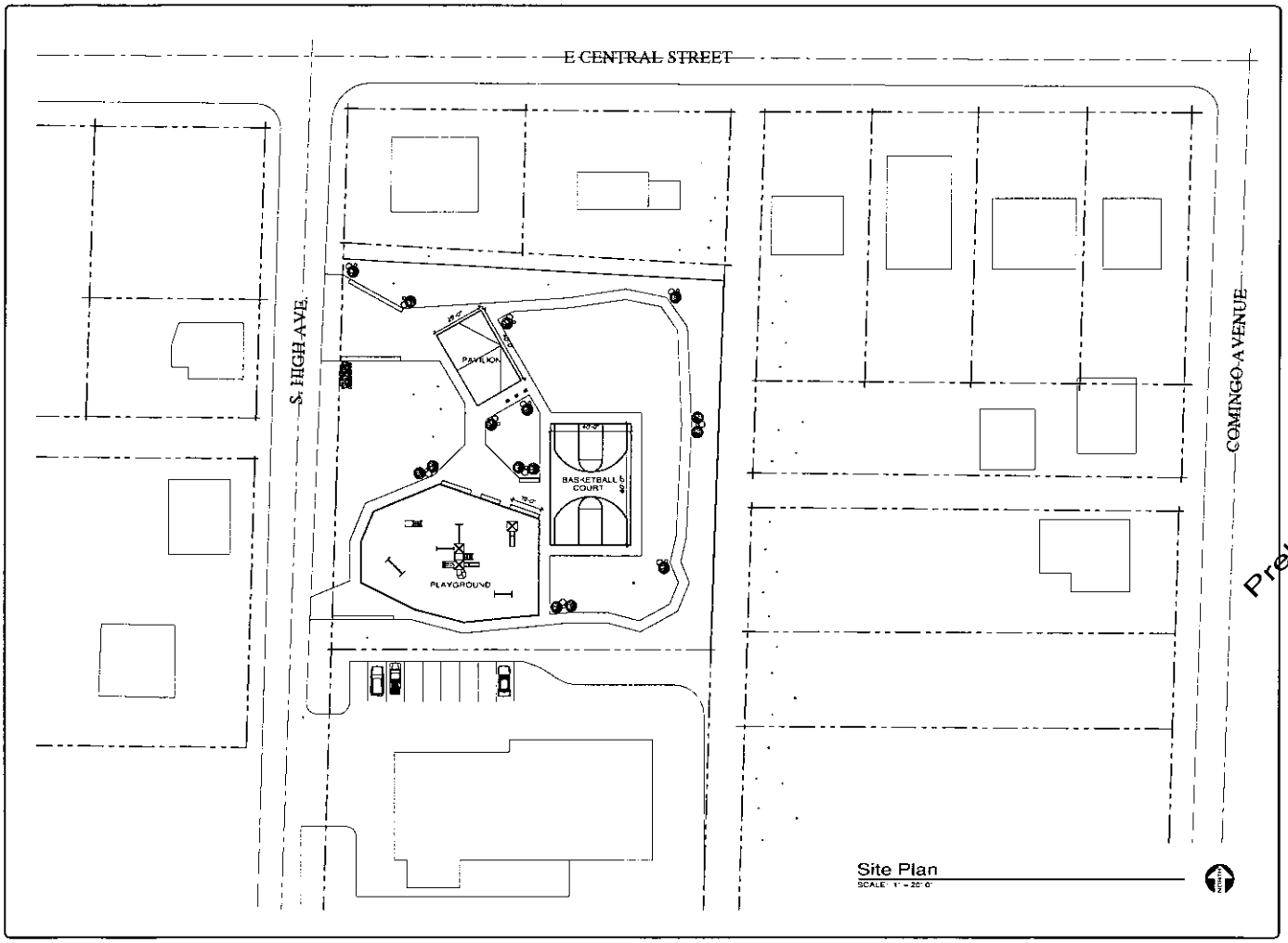
Preliminary

Eliott D. Hunter, Architect
Jeffrey A. Millard, Architect

Hope Park
131 S. High Ave. Joplin, MO 64804

Drawn By
Checked By
Date
2010
Scale
1" = 20'-0"
Job No. Dwr
Site Plan

C1



Site Plan
SCALE: 1" = 20'-0"

NORTH

Revisions | By

Last Modification
DATE | INITIALS

Hunter & Millard
ARCHITECTS, INC.
3223 E. 32nd St. Suite B
Joplin, Missouri 64804
(417) 624-4672
fax (417) 781-4814
email: hunterandmillard@aol.com
website: hunterandmillard.com
check us out on Facebook
Hunter & Millard Architects Inc.

Hunter & Millard
ARCHITECTS, INC.
Missouri Certificate of Authority A-2006006317

Preliminary

Hope Park
131 S. High Ave., Joplin, MO 64801

Drawn By
Checked By
Date
2010
Scale
1" = 20'-0"
Job Number

Site Plan

C1

COUNCIL BILL NO. 2023-009 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Right of Access and Construction Agreement (MOU) with East Town Dreams District for the purpose of building a park and playground for children – "HOPE PARK" – on the City's Joe Becker Stadium Clubhouse North Lot; establishing responsibilities for the East Town Dreams District and the City relating to the construction of improvements and maintenance of HOPE PARK; and, authorizing the City Manager to execute said Agreement (MOU) by and on behalf of the City of Joplin.

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

Section 1. That the Right of Access and Construction Agreement (MOU) by and between the City of Joplin and East Town Dreams District, for the purpose of building a park and playground for children – "HOPE PARK", on the City's Joe Becker Stadium Clubhouse North Lot, establishing responsibilities for the East Town Dreams District and the City relating to the construction of improvements, maintenance, and operation of a park and playground for children, 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.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-127 Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD) for the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project

MEETING DATE
June 20, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-127; Agreement; Location Map

REVIEWED BY
Director of Public Work, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Asst. City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City of Joplin to enter into a Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD) for the 20th Street Widening from Shifferdecker Avenue to Country Club Drive 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 included in the program was the widening of 20th Street from Schifferdecker Avenue to Country Club Drive.

The City has reached an agreement with Jasper County to extend the 20th Street Widening design further west, to near the MO/KS State Line. Jasper County has committed funds in the amount of $4 million to be used for the additional design and construction costs in excess of those included in the current CIST program.

Recently, the Joplin Special Roads District (JSRD) reached out to the City of Joplin to offer funds in the amount of Three Hundred Thousand and 00/100 dollars ($300,000.00) in support of the project to be used for design, rights-of-way acquisition and construction of this public improvement.

FUNDING SOURCE
Capital Improvement Sales Tax

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

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement ("this Agreement) is made and entered into this _____ day of _____, 2023 ("the Effective Date"), by and between the **City of Joplin, Missouri** ("City"), and the **Joplin Special Road District** ("District"), collectively referred to as "the Parties".

WHEREAS, City and District are empowered by law to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, under Sec. 70.220, RSMo.; and

WHEREAS, City and District desire to contract and cooperate for the planning, development, construction, acquisition, and operation of a public improvement, specifically, the widening of West 20th Street, from South Schifferdecker Avenue to the Missouri-Kansas state line ("the Project"); and

WHEREAS, City and District intend to construct said public improvement from South Schifferdecker Avenue to South Black Cat Road and plan but not construct at this time said public improvement from South Black Cat Road to the Missouri-Kansas state line; and

WHEREAS, said public improvement was included in City's 2014 Capital Improvement Sales Tax Program; and

WHEREAS, District desires to contribute $300,000.00 toward said public improvement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. City's Responsibilities. City shall have the following responsibilities under this Agreement:

A. To communicate with District on material issues throughout the Project.

B. To engage all architects, engineers, surveyors, appraisers, contractors, subcontractors, attorneys, and other professionals necessary to complete the Project.

C. Except as specified in paragraph 2, to incur all costs of the Project, including design, engineering, right-of-way acquisition, construction, maintenance, and repair.

D. To coordinate with any person who proposes to develop any property located within or adjacent to the Project.

2. Districts' Responsibilities. District shall have the following responsibilities under this Agreement:

A. To communicate with City on material issues throughout the Project.

B. To proceed with condemnation in the name of District as requested by City in order to acquire any right-of-way within the Project. District shall appoint the City Attorney as District Special Attorney for the purpose of pursuing any condemnation action in the name of District. The Parties agree that City shall pay all costs of any such condemnation, including any condemnation award, attorney's fees, court costs, engineering fees, surveyor fees, appraisal fees, and witness fees. The Parties further agree that, because City shall pay all such costs, that prior written approval from City shall be required for any such costs. The Parties further agree that all property rights acquired in the name of District shall, within 60 days of acquisition, be deeded by District to City, without any further costs to City, other than recording fees.

C. To pay City the sum of $300,000.00, to be paid in full no later than September 30, 2023.

D. To inform the City of any proposed development which is submitted to District which is to be located within or adjacent to the Project as soon as reasonably possible after such development plans have been submitted.

3. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

4. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the other party.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

7. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

8. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and District at the addresses as follows:

City of Joplin, Missouri	Joplin Special Road District
ATTN: City Attorney	ATTN:
602 S. Main St.	1016 S. Picher Ave.
Joplin, MO 64801	Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

9. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

10. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

11. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI	JOPLIN SPECIAL ROAD DISTRICT
_____	_____
By: Its: authorized signatory	By: Its: authorized signatory
ATTEST:	ATTEST:
_____	_____
Holly Nagy, City Clerk	Secretary



20th Street Widening

N



COUNCIL BILL NO. 2023-127 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD), for the purpose of street construction improvements associated with the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project was included in the 2014 renewal of the Capital Improvement Sales Tax Program; and,

WHEREAS, the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project was included in the FY22 and FY23 budgets; and,

WHEREAS, the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project is situated in Jasper County, Missouri; and,

WHEREAS, the City of Joplin, Missouri, and the Joplin Special Road District (JSRD) desire to enter into an Intergovernmental Cooperative Agreement in order to define their respective responsibilities concerning the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project.

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

Section 1. That the Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD) for the purpose of street construction improvements associated with the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said Agreement on behalf of the City of Joplin.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RESOLUTION NO. 2023-011

A RESOLUTION amending the RULES AND REGULATIONS TO GOVERN THE TRANSACTIONS OF BUSINESS BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, by deleting Sections 2.39, 2.40, and 2.41 in their entirety and adopting new Sections 2.39, 2.40, and 2.41 in lieu thereof.

WHEREAS, Section 2.04 of the City Charter states that the Council shall determine by ordinance its own rules and order of business; and

WHEREAS, the Council adopted the RULES AND REGULATIONS TO GOVERN THE TRANSACTIONS OF BUSINESS BY THE COUNCIL OF THE CITY OF JOPLIN by Ordinance No. 24025, as amended by Ordinance Nos. 24616, 24946, 76-10, 91-175, and 98-007, as well as Resolution Nos. 75-61 and 82-31; and

WHEREAS the Council desires to amend the RULES AND REGULATIONS TO GOVERN THE TRANSACTIONS OF BUSINESS BY THE COUNCIL OF THE CITY OF JOPLIN by deleting Sections 2.39, 2.40, and 2.41 in their entirety and adopting new Sections 2.39, 2.40, and 2.41 in lieu thereof.

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

Section 1. That Section 2.39 of the "Rules and Regulations to Govern the Transactions of Business by the Council of the City of Joplin, Missouri" is hereby amended by deleting Section 2.39 in its entirety and enacting a new Section 2.39 in lieu thereof as follows:

"Section 2.39: Person Requesting to Speak.

(a) Public Hearings.

This rule shall not apply to any agenda item scheduled for a Public Hearing.

(b) Agenda Items.

Any person desiring to speak to the Council on business included on the agenda or on a report known to be forthcoming from a Committee or staff shall so notify the city clerk in writing prior to the start of the Council meeting at which said agenda item will be discussed. When the subject agenda item is taken up for discussion, the Mayor shall suspend Council proceedings and assign the floor in any successive order to those persons who shall have submitted a request to speak. After all such persons shall have spoken, the Council shall proceed to consider the agenda item without further interruption.

(c) Non-Agenda Items.

Any person desiring to speak to the Council on business not included on the agenda shall so notify the city clerk in writing prior to 12:00 o'clock noon on the Thursday prior to the regularly scheduled council meeting at which they wish to speak and shall be afforded a place upon the agenda by the city clerk under the topic, "Citizens Request and Petitions". Any person desiring to speak to the Council on business not included on the agenda who shall fail to notify the clerk in writing prior to 12:00 o'clock noon on the Thursday prior to a regularly scheduled council meeting at which they wish to speak shall be assigned by the city clerk a place on the agenda under the topic, "New Business"."

Section 2. That Section 2.40 of the "Rules and Regulations to Govern the Transactions of Business by the Council of the City of Joplin, Missouri" is hereby amended by deleting Section 2.40 in its entirety and enacting a new Section 2.40 in lieu thereof as follows:

"Section 2.40: Person Speaking – Time Limited.

(a) Any person requesting to speak to the Council in any single meeting shall be limited to not more than five minutes speaking time on each separate agenda item and one non-agenda item. Should the speaker yield to a question from a Councilmember, the time yielded shall not be included in the five minutes. The balance of the speaker's time is non-transferable.

(b) Upon the request of any individual Councilmember, the speaker's time shall be extended for one minute.

(c) After the speaker's time has expired, the speaker may no longer speak on the item, unless requested or questioned by a Councilmember."

Section 3. That Section 2.41 of the "Rules and Regulations to Govern the Transactions of Business by the Council of the City of Joplin, Missouri" is hereby amended by deleting Section 2.41 in its entirety and enacting a new Section 2.41 in lieu thereof as follows:

"Section 2.41: Decorum.

(a) Intent.

Council meetings shall be conducted in an orderly manner to ensure that the deliberative process of the Council is retained at all times and that the public has a full opportunity to be heard.

(b) Persons Addressing the Council.

Public oral communications at Council meetings should not be a substitute for any item that can be handled during the normal working hours of the municipal government. The primary purpose of oral communications is to allow citizens the opportunity to formally communicate with the Council as a whole, for matters that cannot be handled during the regular working hours of the municipal government.

Any person requesting to speak to the Council shall address the Council. The speaker shall not address City staff or members of the public unless authorized to do so by the Mayor or a majority of the Council.

Council meetings are not a public forum. Each person who addresses the Council shall do so in an orderly manner and shall not make personal attacks, impertinent, slanderous, or profane remarks to any member of the Council, staff, or the general public. Any person who makes such remarks, or who utters loud, threatening, personal, or abusive language, or engages in any other disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of any Council meeting shall, at the discretion of the Mayor or a majority of the Council, be barred from further audience before the Council during that meeting and expelled by the sergeant-at-arms.

Speakers should not expect Council members to comment on or respond to their comments directly during the meeting. However, the Mayor or a majority of the Council may request that the City Manager's office follow up with a speaker after the meeting or provide additional information to the Council at a later date.

(c) Members of the Audience.

No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language, whistling, stamping of feet, or other acts which disturb, disrupt, or otherwise impede the orderly conduct of any Council meeting. Any person who conducts himself in the aforementioned manner shall, at the discretion of the Mayor or a majority of the council, be barred from further audience before the Council during that meeting and expelled by the sergeant-at-arms.

Security Procedures. No oversized bags or backpacks will be allowed inside the council chambers. All bags are subject to search."

Section 4. That this Resolution shall be in full force and effect for all regular and special Council meetings, and any budget or work sessions if there is a posted public comment period, commencing after the adoption of this Resolution.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-131 – authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., (CMT) for Design and Construction Administrative Services for Air Traffic Control Tower equipment replacement at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
July 3, 2023

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
CB2023-131 Ordinance; Design and Construction Administrative Services Agreement

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

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and CMT for Design and Construction Administrative Services not to exceed the amount of Eighty-Two Thousand Two Hundred Two and 23/100 Dollars ($82,202.23).

BACKGROUND
This agreement provides engineering services for the removal and installation of Air Traffic Control Tower equipment at the Joplin Regional Airport. This project is funded through a Bipartisan Infrastructure Law (BIL) Grant that was awarded to the airport earlier this year and provides 100% of the estimated project cost. This project will replace failing equipment or add, as required, equipment to meet the current Minimum Equipment List for Contract Towers. This includes the Voice Communications Control System, power supply, voice switch and tower radios. This project will also add a new required supplemental weather data system and install new security cameras. The cost of these services is covered under the BIL Grant with 100% federal funds. CMT was selected from a Request for Qualifications.

FUNDING SOURCE
This Council Bill includes a budget amendment increasing revenue for the grant amount of $82,202.23 and increasing expenses for the total project cost of $82,202.23.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance related to 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 to allow construction to be completed within funding time limitations which includes an August 12, 2023 funding deadline.

COUNCIL BILL NO. 2023-131 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the amount of Eighty-Two Thousand Two Hundred Two and 23/100 dollars ($82,202.23) for Design and Construction Administrative Services for the replacement of equipment within the Air Traffic Control Tower (ATCT) at the Joplin Regional Airport; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause.

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 Crawford, Murphy & Tilly, Inc., for Design and Construction Administrative Services not to exceed the amount of Eighty-Two Thousand Two Hundred Two and 23/100 dollars ($82,202.23) for the replacement of equipment in the ATCT at the Joplin Regional Airport a true and accurate copy of said agreement being attached hereto and incorporated herein as 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 fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing revenue by the total amount of Eighty-Two Thousand Two Hundred Two Dollars and No Cents ($82,202.00) and by increasing appropriations by the total amount of Eighty-Two Thousand Two Hundred Two Dollars and No Cents ($82,202.00).

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

Section 5. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved to allow design services to be completed within funding time limitations.

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

_____, 2023, by a _____ vote.

_____

Douglas W. Lawson, Mayor

COUNCIL BILL NO. 2023-131

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project N.: 3-29-0037-xxx

Airport Name:	Joplin Regional Airport
Project No.:	3-29-0037-xxx
County:	Jasper

AVIATION PROJECT CONSULTANT AGREEMENT (FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford Murphy and Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport; and

WHEREAS, the Federal Aviation Administration (FAA) is not a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by the FAA; and

WHEREAS, the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) Not Used.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with

such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by the FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been

detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of the FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. 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 Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_progra

m.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and FAA.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms

which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRA	(D) PERCENT APPLICABLE TO DBE GOAL	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT
TOTAL DBE PARTICIPATION				$0.00	0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to the FAA.

(8) 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 Agreement 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 Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
CTBX.	380 Ramsey Lane Merrit Island, FL 32932	ATCT Tower & Equipment	$ 66,270.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by the FAA, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or the FAA. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **$82,202.23,** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or the FAA. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and the FAA will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the

invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and the FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to FAA approval.

(C) As used in this provision, the term "delays due to unforeseeable

causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination

action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency,

reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, and the FAA in data files compatible with MicroStation V8i (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor’s sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be

amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant

becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA’s nondiscrimination statute (49 USC § 47123)

(prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of the FAA.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of the Agreement for default at no

cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving

a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*.).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers

(including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisitive for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E)):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Seismic Safety – 49 CFR Part 41: In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

(O) Rights to Inventions – 2 CFR §200 Appendix II(F), 37 CFR §401. Not Used.

(P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Warren County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin Regional Airport, Missouri, by reason of which the Consultant consents to venue of any action against it in Warren County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor’s representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant

hereunder:

NAME AND TITLE OF SPONSOR'S	Bart Starkey		
SPONSOR'S NAME	City of Joplin, MO		
SPONSOR'S ADDRESS	602 S. Main Street, Joplin, MO 64801		
PHONE	(417) 623-0262	FAX	
E-MAIL ADDRESS	bstarkey@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S	Ty Sander, P.E.		
CONSULTANT'S NAME	Crawford Murphy and Tilly, Inc.		
CONSULTANT'S ADDRESS	One S. Memorial Drive, Suite 500 St Louis, MO 63102		
PHONE	(314) 436-5500	FAX	(314) 436-0723
E-MAIL ADDRESS	tsander@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all

local, state, and federal laws and regulations which govern the performance of this Agreement.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170,

RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and Engineering Briefs

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Summary

and

(E) Exhibit IV Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

OTHER ATTACHMENTS

Attachment A CTBX, Inc.

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project N.: 3-29-0037-xxx

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:	Sponsor:
By: _____	By: _____
Signature	Signature
Title:	Title:
ATTEST:	ATTEST:
By: _____	By: _____
Signature	Signature
Title: _____	Title: _____

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project N.: 3-29-0037-xxx

EXHIBIT I

PROJECT DESCRIPTION

Perform Design and Construction Administration Services for the proposed Project.

Project: Air Traffic Control Tower Equipment Replacement

Design, Bidding and Construction Administration Services
Joplin Regional Airport (JLN)

BIL No. 3-29-0037-xxx (2023)
AIP No. 3-29-0037-xxx (2023

-

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project N.: 3-29-0037-xxx

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform project design and produce conceptual, preliminary, and final plans, construction documents/technical specifications for bidding, and engineer's opinion of probable equipment costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will attend the prebid meeting virtually.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders, engineering briefs current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

The Consultant will perform construction management services for the referenced project consisting of one site visit, shop drawing review, assist the Sponsor with the preparation of any change orders, provide consultation services and produce a final project closeout report.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

DESIGN PHASE SERVICES

Overall, Scope of Work: Upgrade and Replace ATC Equipment in the ATCT Facility

1. Preliminary Engineering (Task 01)

a. Perform On-Site investigation and Generate Conceptual Design including existing equipment inventory.

1. Meet with Airport and define requirements.
2. Produce Conceptual Equipment Plans

b. Design Review Meeting – Virtually.

2. Design Engineering (Task 02)

a. Produce 60 percent (60%) submittal.

1. Produce Equipment Plans.
2. List of Specifications.
3. Opinion of Probable Construction Cost.
4. CSPP

b. Design Review Meeting – Virtually.

3. Final Documents (Task 03)

a. Produce 100 percent (100%) submittal.

1. Produce Final Equipment Plans – incorporate 60% review comments.
2. Provide Final Specifications.
3. Update Construction Cost Estimate.

b. Design Review Meeting – Virtually.

c. Perform QC Review.

4. Bid Documents and Assistance (Task 04)

a. Incorporate Final Comments

b. Distribute Bid Documents

c. Assistance with Contractor RFI's and addenda.

d. Attend pre-bid meeting virtually.

e. Review bids and Assist with Recommendation to Award.

5. Construction Administration (Task 05)

a. Review Material Submittals

b. Respond for RFI's and Owner Consultation

c. Perform Site Visit – One person from CTBX and one from CMT.

d. Preform Project Closeout including Plans and Report.

6. Subcontracted Services (Task 06)

a. CTBX Aviation – Brian Lally. See attached for CTBX Scope of Services.

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Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project N.: 3-29-0037-xxx

EXHIBIT IIA

Current FAA Advisory Circulars Required for Use in AIP Funded Projects

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at http://www.faa.gov/airports/resources/advisory_circulars/ and https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing

150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design

150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program

150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Contractor to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Notify consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the project construction.

4. Provide copies of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. Issue airport badges for AOA access.

6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

7. Designate airport contact persons in addition to Airport Manager

8. Place project advertisement in local media as required by federal rules.

EXHIBIT IV

SUMMARY

&

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV - SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

JOPLIN, MISSOURI

ATCT EQUIPMENT REPLACEMENT

SUMMARY OF COSTS

June 9, 2023

	Fee	Hours
Tower Equipment Update		
CMT	$15,932.23	92
CTBX	$ 66,270.00	
Total	**$82,202.23**	**92**

EXHIBIT IV - DERIVATION

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
ATCT EQUIPMENT REPLACEMENT

June 9, 2023

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$98.40	$0.00
Senior Project Engineer	6	79.33	$475.98
Project Manager	42	60.91	$2,558.22
Senior Engineer	44	46.69	$2,054.36
Engineer	0	35.40	$0.00
Senior Planner	0	44.97	$0.00
Planner	0	35.45	$0.00
Registered Land Surveyor	0	47.34	$0.00
Senior Technician	0	44.22	$0.00
Technician	0	36.46	$0.00
Project Administrative Asst.	0	28.99	$0.00
	92		

Total Direct Salary Costs = $5,088.56

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.26 % = $8,765.55

3 SUBTOTAL:

Items 1 and 2 = $13,854.11

4 PROFIT:

15 % of Item 3 Subtotal = $2,078.12

Subtotal $15,932.23

5 OUT-OF-POCKET EXPENSES:

a. Mileage	-	Miles @	$0.65	/ Mile =	$0.00
b. Meals	0	Days @	$45.00	/ Day =	$0.00
c. Motel	0	Nights @	$112.00	/ Night=	$0.00
d. Printing and Shipping				=	$0.00

Total Out-of-Pocket Expenses = $0.00

6 SUBCONTRACT COSTS:

a. CTBX - Brain Lally = $66,270.00

TOTAL SUBCONTRACT COSTS = $66,270.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = **$82,202.23** **LUMP SUM**

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
ATCT EQUIPMENT REPLACEMENT

June 9, 2023

Classification: Gross Hourly Rate:		Principal $308.09	Senior Project Engineer $248.38	Project Engineer $190.71	Senior Engineer $146.19	Engineer $110.84	Senior Planner $140.80	Planner $110.99	Registered Land Surveyor $148.22	Senior Technician $138.45	Technician $114.16	Clerk/ Secretary $90.77	Other Costs
DESIGN PHASE SERVICES													
1 Preliminary - Site Visit and Conceptual Design Submittal	**TASK 01**												
Concept Plans			1	4	6								
Design Review Meeting - Virtual				2									
Total hours =	13	0	1	6	6	0	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$2,269.75	$0.00	$248.38	$1,144.25	$877.12	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
2. Sixty (60%) Percent Documents Submittal	**TASK 02**												
Plans - Cover, Access, Notes, CSPP				6	8								
Specifications Front End and Proposal Forms				6	2								
Design Review Meeting - Virtual			2	2									
Total hours =	26	0	2	14	10	0	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$4,628.54	$0.00	$496.76	$2,669.92	$1,461.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
3. One hundred (100%) Design Level Document Submittal	**TASK 03**												
Finalize Plans and Specificatioins				8	10								
Bid Documents Assembly and Distribution			1	2	6								
Total hours =	27	0	1	10	16	0	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$4,494.44	$0.00	$248.38	$1,907.09	$2,338.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
4. Bidding Phase	**TASK 04**												
Assistance with Contractor RFIs & Addenda				2	6								
Attend Pre-Bid Meeting - Virtual			2										
Review Bids /Assist Recommendation to Award				2									
Total hours =	12	0	2	4	6	0	0	0	0	0	0	0	(1)
Subtotal =	$2,136.71	$ -	$ 496.76	$ 762.83	$ 877.12	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0.00
5. Construction Phase	**TASK 05**												
Review Submittals				4									
Closeout & Summary Report				4	6								$ 66,270.00
Total hours =	14	0	0	8	6	0	0	0	0	0	0	0	(4)
Subtotal =	$68,672.78	$0.00	$0.00	$1,525.67	$877.12	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$ 66,270.00
TOTAL HOURS =	**92**	**-**	**6**	**42**	**44**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**$ 66,270.00**
TOTAL COST =	**$82,202.23**	**$ -**	**$ 1,490.29**	**$ 8,009.76**	**$ 6,432.18**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	

(1) CMT reimbursibles: Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services - CTBX Fee
(5) Printing and Shipping

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

CONSTRUCTION MANAGEMENT SERVICES

Construction management services will be provided as required to fulfil the scope of work requirements – delineated in Exhibit II.

The final closeout report will be submitted to FAA no later than 6 months after final acceptance of the project.

Attachment A

CTBX Scope of Work

(Task 06)

MANHOURS & COSTS BREAKDOWN
PROFESSIONAL SERVICES FOR AIRPORT TRAFFIC CONTROL TOWER

10-Apr-23

JOPLIN REGIONAL AIRPORT
Tower Equipment Upgrades

Firm: ***CTBXaviation***
Phase: **Design & Bidding Services**

TASK ID	TASK		ATC Engineer MD PE	CAD Designer		Total Hours	TOTAL LABOR FEES BY TASK	SUMMARY BY PHASE
			MH's	MH's		MH's		
I	**PHASE I - Site Investigation and Conceptual Layouts**					70		$ 14,160.00
	Site Investigation		24			24	$ 5,760.00	
	Review Requirements with Airport Management		4			4	$ 960.00	
	Concept Plans		12	16		28	$ 4,560.00	
	Research Product Manufacturers for appropriate equipment		8			8	$ 1,920.00	
	Design Review Meeting (virtual)		2			2		
	Assist with initial evaluation of FAA equipment & shout lines		4			4	$ 960.00	
II	**60% Design - Plans, List of Specifications and Opinion of Cost**					108		$ 17,130.00
	Plans		36	56		92	$ 14,520.00	
	List of Specifications (Table of Contents)		2			2	$ 480.00	
	Design Review Meeting (virtual)		4			4		
	Opinion of Probable Construction Cost		8	2		10	$ 2,130.00	
III	**100% Design – Plans, Specifications and Update Opinion of Cost**					76		$ 15,000.00
	Plans and Specifications; Update Probable Cost		36	16		52	$ 10,320.00	
	Design Review Meeting (virtual)		4			4	$ 960.00	
	Incorporate 60% Design Review Comments into 100% Plans & Specs		8	8		16	$ 2,760.00	
	QC Review of Bid Documents / electronic transfer to CMT & JLN		4		-	4	$ 960.00	
V	**BID Documents and Assistance**					16		$ 3,840.00
	Assistance with Contractor RFIs & Addenda		8	-	-	8	$ 1,920.00	
	Attend Pre-Bid Meeting virtually		4			4	$ 960.00	
	Review Bids /Assist Recommendation to Award		4			4	$ 960.00	
VI	**Construction Administration**					16		$ 13,440.00
	Review Equipment Submittals		16			16	$ 3,840.00	
	Site Vist to Observe Installation		24			24	$ 5,760.00	
	Close Out Summary		16			16	$ 3,840.00	
						-	$ -	
N.I.C.	**ELECTRICAL/MECHANICAL ENGINEERING**					-		$ -
	Electrical and Mechanical Engineering Services are understood to not be						$ -	
	required and therefore are not included in this scope and fee.						$ -	
							$ -	
	CMT to provide standard JLN front end documents						$ -	
	(i.e., General Conditions, Bid Form, etc.) for Bidding.							
							$ -	
							$ -	
							$ -	
							$ -	
							$ -	
	Hours		228	98	-	326 270		
	Hourly Rate		$ 240.00	$ 105.00				
	Total Labor	$0.00	$ 54,720.00	$ 10,290.00	$ -		$ 65,010.00	$ 63,570.00

EXPENSES

DESIGN & BIDDING:

Review Sets	Electronic Specifications and Layouts / Printing by CMT					$ -	
Submittals	Submittals / Electronic Materials					$ -	
1 Trip PM	Air, Hotel, Car, Per diem for Site Investigation	1	$1,350.00	1		$ 1,350.00	
1 Trip PM	Air, Hotel, Car, Per diem for Construction Site Visit	1	$1,350.00	1		$ 1,350.00	
					subtotal	$ 2,700.00	
	Project Expenses						$ 2,700.00

SUMMARY

DESIGN & BIDDING PHASES	$ 51,480.00	
CONSTRUCTION ADMINISTRATION	$ 14,790.00	
	$ 66,270.00	**TOTAL FEE** **$66,270.00**

PRINT DATE: 5/31/2023

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-132 – authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., (CMT) for Design and Construction Administrative Services to upgrade and replace the Airport Lighting Control Management System (ALCMS) at the Joplin Regional Airport; and containing an emergency clause.

MEETING DATE
July 3, 2023

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
CB2023-132 Ordinance; Design, Bidding and Construction Administrative Services Agreement

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

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and CMT for Bidding, Design and Construction Administrative Services not to exceed the amount of Sixty-One Thousand Five Hundred Seventy-Seven and 27/100 Dollars ($61,577.27).

BACKGROUND
This agreement provides engineering services for the replacement of the ALCMS at the Joplin Regional Airport. This project is funded through a Bipartisan Infrastructure Law (BIL) Grant that was awarded to the airport earlier this year and provides 100% of the estimated project cost. This includes replacing all hardware and software with a new comprehensive system. Fiber optic cables between the control tower and airport electrical vault will also be replaced. The cost of these services is covered under the BIL Grant with 100% federal funds. CMT was selected from a Request for Qualifications

FUNDING SOURCE
This Council Bill includes a budget amendment increasing revenue for the grant amount of $61,577.27 and increasing expenses for the total project cost of $61,577.27.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance related to 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 to allow construction to be completed within funding time limitations which includes an August 12, 2023 deadline.

COUNCIL BILL NO. 2023-132 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the amount of Sixty-One Thousand Five Hundred Seventy-Seven and 27/100 dollars ($61,577.27) for Bidding, Design and Construction Administrative Services for the replacement of the Joplin Regional Airport Lighting and Control Management System (ALCMS); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause.

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 Crawford, Murphy & Tilly, Inc., for Bidding, Design and Construction Administrative Services not to exceed the amount of Sixty-One Thousand Five Hundred Seventy-Seven and 27/100 dollars ($61,577.27) for the replacement of the ALCMS at the Joplin Regional Airport a true and accurate copy of said agreement being attached hereto and incorporated herein as 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 fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing revenue by the total amount of Sixty-One Thousand Five Hundred Seventy-Seven Dollars and No Cents ($61,577.00) and by increasing appropriations by the total amount of Sixty-One Thousand Five Hundred Seventy-Seven Dollars and No Cents ($61,577.00).

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

Section 5. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved to allow design services to be completed within funding time limitations.

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

_____, 2023, by a _____ vote.

_____

Douglas W. Lawson, Mayor

COUNCIL BILL NO. 2023-132

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

Airport Name:	Joplin Regional Airport
Project No.:	3-29-0037-xxx
County:	Jasper

AVIATION PROJECT CONSULTANT AGREEMENT (FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford Murphy and Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport; and

WHEREAS, the Federal Aviation Administration (FAA) is not a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by the FAA; and

WHEREAS, the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) Not Used.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with

such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by the FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been

detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of the FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. 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 Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_progra

m.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and FAA.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms

which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRA	(D) PERCENT APPLICABLE TO DBE GOAL	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT
TOTAL DBE PARTICIPATION				$0.00	0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to the FAA.

(8) 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 Agreement 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 Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by the FAA, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or the FAA. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant

and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **$61,577.27,** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections

(9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or the FAA. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and the FAA will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than

30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and the FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to FAA approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in

whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or

otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, and the FAA in data files compatible with MicroStation V8i (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate

undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or

payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor’s sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a

part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier

because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA’s nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of the FAA.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product

to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*.).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier

subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative

agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisitive for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E)):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert

in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Seismic Safety – 49 CFR Part 41: In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

(O) Rights to Inventions – 2 CFR §200 Appendix II(F), 37 CFR §401. Not Used.

(P) Certification of Consultant Regarding Tax Delinquency and Felony

Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Warren County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin Regional Airport, Missouri, by reason of which the Consultant consents to venue of any action against it in Warren County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor’s representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S	Bart Starkey		
SPONSOR'S NAME	City of Joplin, MO		
SPONSOR'S ADDRESS	602 S. Main Street, Joplin, MO 64801		
PHONE	(417) 623-0262	FAX	
E-MAIL ADDRESS	bstarkey@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S	Ty Sander, P.E.		
CONSULTANT'S NAME	Crawford Murphy and Tilly, Inc.		
CONSULTANT'S ADDRESS	One S. Memorial Drive, Suite 500 St Louis, MO 63102		
PHONE	(314) 436-5500	FAX	(314) 436-0723
E-MAIL ADDRESS	tsander@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this

Agreement.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such

subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and Engineering Briefs

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Summary

and

(E) Exhibit IV Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

OTHER ATTACHMENTS

None

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:	Sponsor:
By: _____	By: _____
Signature	Signature
Title:	Title:
ATTEST:	ATTEST:
By: _____	By: _____
Signature	Signature
Title: _____	Title: _____

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

EXHIBIT I

PROJECT DESCRIPTION

Perform Design, Bidding and Construction Administration Services for the proposed project.

Project: Upgrade & Replace ALCMS Equipment including New Fiber Optics Cable between Airport Electrical Vault and ATCT.

Design, Bidding, and Construction Administration Services
At the Joplin Regional Airport (JLN)

BIL No. 3-29-0037-XXX (2023)
AIP No. 3-29-0037-XXX (2023

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EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform project design and produce conceptual, preliminary, and final plans, construction documents/technical specifications for bidding, and engineer's opinion of probable equipment costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will attend the prebid meeting virtually.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders, engineering briefs current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

The Consultant will perform construction administration services for the referenced project consisting of shop drawing review, assist the Sponsor with the preparation of any change orders, provide consultation services and produce a final project closeout report.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

DESIGN PHASE SERVICES

Overall, Scope of Work: Upgrade and Replace ALCMS Equipment Including New Fiber Optics Cable Between Airport Electrical Vault and Tower

1. Preliminary Engineering (Task 01)

a. Perform On-Site investigation.

1. On-site kick-off meeting with Airport to define project requirements.
2. Perform site visit at ATCT and airport electrical vault as part of kick-off meeting to inventory existing equipment and refine project cost estimate.
3. Record drawing review

2. Coordination Elements (Task 02)

a. Coordination Elements

1. FAA coordination.
2. Coordination with ALCMS manufacturer.

3. Conceptual Submittal Documents (Task 03)

a. Prepare conceptual submittal documents.

1. Conceptual plans/drawings.
2. Material Cost Estimate.
3. Prepare CSPP and 7460's.

4. Fiber Optics Plan (Task 04)

a. Fiber Optic Routing and Design between ATCT and Terminal Vault.

5. Design Engineering (Task 05)

a. Produce 60% Submittal.

1. Produce design plan drawing set – incorporate concept review comments.
2. List of specifications.
3. Opinion of probable construction cost.

b. Design Review Meeting - Virtual.

6. Final Documents (Task 06)

a. Produce 100% Submittal.

1. Produce final design plan drawing set – incorporate 60% review comments.
2. Provide final specification.
3. Opinion of probable construction cost.

b. Design Review Meeting Virtual.

c. Perform QA/QC review.

7. Bid Documents (Task 07)

a. Prepare bid documents: plans, specifications, and cost estimate.

b. Review and incorporate comments on final 100% documents and specifications.
c. Respond to inquiries.
d. Prepare addenda.
e. Present at pre-bid meeting virtually.
f. Evaluate bids.

8. Construction Administration Phase (Task 08)

a. Review Submittals.
b. Two (2) site visits for fiber optics installation and equipment installation.
c. Assist with change order preparation and consultation to sponsor.
d. Prepare closeout and summary report and submit it to FAA within 6 months of project acceptance.

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Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

EXHIBIT IIA

Current FAA Advisory Circulars Required for Use in AIP Funded Projects

Updated April 18, 2019

View the most current versions of these ACs and any associated changes at http://www.faa.gov/airports/resources/advisory_circulars/ and https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing

150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design

150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program

150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Contractor to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Notify consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the project construction.

4. Provide copies of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. Issue airport badges for AOA access.

6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

7. Designate airport contact persons in addition to Airport Manager

8. Place project advertisement in local media as required by federal rules.

9. Manage and perform the bid opening and conduct site visits for bidders.

EXHIBIT IV

SUMMARY

&

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV - SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

JOPLIN, MISSOURI

ALCMS EQUIPMENT REPLACEMENT AND FIBER OPTIC INSTALLATION

SUMMARY OF COSTS

June 9, 2023

		Fee	Hours
ALCMS Update			
CMT		$61,577.27	358
TOTAL	**NOT-TO-EXCEED**	**$61,577.27**	**358**

EXHIBIT IV - DERIVATION

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
ALCMS EQUIPMENT REPLACEMENT AND FIBER OPTIC INSTALLATION

June 9, 2023

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$98.40	$0.00
Senior Project Engineer	80	79.33	$6,346.40
Project Manager	34	60.91	$2,070.94
Senior Engineer	0	46.69	$0.00
Engineer	164	35.40	$5,805.60
Senior Planner	0	44.97	$0.00
Planner	0	35.45	$0.00
Registered Land Surveyor	0	47.34	$0.00
Senior Technician	0	44.22	$0.00
Technician	0	36.46	$0.00
Project Administrative Asst.	80	28.99	$2,319.20
	358		

Total Direct Salary Costs = $16,542.14

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.26 % = $28,495.49

3 SUBTOTAL:

Items 1 and 2 = $45,037.63

4 PROFIT:

15 % of Item 3 Subtotal = $6,755.64

Subtotal **$51,793.27** **LUMP SUM**

5 OUT-OF-POCKET EXPENSES:

a. Mileage	2,800	Miles @	$0.655	/ Mile =	$1,834.00
b. Meals	3	Days @	$45.00	/ Day =	$135.00
c. Motel	3	Nights @	$105.00	/ Night=	$315.00
d. Printing and Shipping				=	$0.00

Total Out-of-Pocket Expenses = **$2,284.00** **Not-to-Exceed**

6 SUBCONTRACT COSTS:

a. Allgeier Martin and Associates on-site observation = $7,500.00

TOTAL SUBCONTRACT COSTS **=** **$7,500.00** **Not-to-Exceed**

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = **$61,577.27** **Not-to-Exceed**

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
ALCMS EQUIPMENT REPLACEMENT AND FIBER OPTIC INSTALLATION

June 9, 2023

Classification: Gross Hourly Rate:		Principal $308.09	Senior Project Engineer $248.38	Project Engineer $190.71	Senior Engineer $146.19	Engineer $110.84	Senior Planner $140.80	Planner $110.99	Registered Land Surveyor $148.22	Senior Technician $138.45	Technician $114.16	Clerk/ Secretary $90.77	Other Costs
DESIGN, BIDDING AND CA PHASE SERVICES													
1 Preliminary	**TASK 01**												
On-Site Kick Off Meeting			16			4							$1,142.00
Site Visit as part of on-site kick-off meeting			4			4							
Reivew Record Drawings						2							
Total hours =	30	0	20	0	0	10	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$7,218.00	$0.00	$4,967.63	$0.00	$0.00	$1,108.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,142.00
2. Coordination Elements	**TASK 02**												
FAA Coordination			4			4							
Coordination with ALCMS Manufacturer			4			4							
Total hours =	16	0	8	0	0	8	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$2,873.75	$0.00	$1,987.05	$0.00	$0.00	$886.70	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
3. Conceptual Submittal Documents	**TASK 03**												
Prepare Conceptual Submittal Plan & Cost Estimate, 7460's, and CSPP			8			12							
Total hours =	20	0	8	0	0	12	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$3,317.10	$0.00	$1,987.05	$0.00	$0.00	$1,330.04	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
4. Fiber Optics Plan	**TASK 04**												
Fiber Optic Routing and Design			2			8						32	
Total hours =	42	0	2	0	0	8	0	0	0	0	0	32	(1)
Subtotal =	$4,288.02	$ -	$ 496.76	$ -	$ -	$ 886.70	$ -	$ -	$ -	$ -	$ -	$ 2,904.56	
5. Design Engineering	**TASK 05**												
Produce 60% Submittal													
Produce design drawings - incorporate concept review comments			4			14							
List of Specifications and opinion of probable construction cost (OPPCC)						2							
Design Review Meeting - Virtual			2										
Total hours =	22	0	6	0	0	16	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$3,263.68	$ -	$ 1,490.29	$ -	$ -	$ 1,773.39	$ -	$ -	$ -	$ -	$ -	$ -	
6. Final Documents	**TASK 06**												
Produce 100% Submittal													
Produce final design plan drawing set - incorporate 60% review comments			2	8		18							
Provide final specifications			2	12		4							
Finalize opinion of probable construction cost			2										
Perform QA/QC review			2										

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
ALCMS EQUIPMENT REPLACEMENT AND FIBER OPTIC INSTALLATION

June 9, 2023

Classification: Gross Hourly Rate:		Principal $308.09	Senior Project Engineer $248.38	Project Engineer $190.71	Senior Engineer $146.19	Engineer $110.84	Senior Planner $140.80	Planner $110.99	Registered Land Surveyor $148.22	Senior Technician $138.45	Technician $114.16	Clerk/ Secretary $90.77	Other Costs
DESIGN, BIDDING AND CA PHASE SERVICES													
Design Review Meeting - Virtual			2			2							
Total hours =	54	0	10	20	0	24	0	0	0	0	0	0	(1,2,3,4,5)
Subtotal =	$8,958.08	$ -	$ 2,483.81	$ 3,814.17	$ -	$ 2,660.09	$ -	$ -	$ -	$ -	$ -	$ -	
7. Bid Documents	**TASK 07**												
Prepare bid documents: plans, specifications and cost estimate			4			20						24	
Review and incorporate comments on final 100% documents and specifications			2			4							
Repond to inquiries													
Prepare addenda						16						12	
Be present at pre-bid meeting - virtually			2			2							
Evaluate bids													
Total hours =	86	0	8	0	0	42	0	0	0	0	0	36	(1,2,3,4,5)
Subtotal =	$9,909.83	$ -	$ 1,987.05	$ -	$ -	$ 4,655.16	$ -	$ -	$ -	$ -	$ -	$ 3,267.63	
8. Construction Administration (CA)	**TASK 08**												
Review Submittals			2	6		10							
Two Site Visits for fiber optics and equipment installation inspection			12			12							$ 7,500.00
Assist with change order preparation and sponsor consultation			4			4							$ 1,142.00
Prepare closeout & summary report and submit it to FAA before 6 months after project acceptance				8		18						12	
Total hours =	88	0	18	14	0	44	0	0	0	0	0	12	(1,2,3,4,5)
Subtotal =	$21,748.83	$0.00	$4,470.87	$2,669.92	$0.00	$4,876.83	$0.00	$0.00	$0.00	$0.00	$0.00	$1,089.21	$ 8,642.00
TOTAL HOURS =	**358**	**-**	**80**	**34**	**-**	**164**	**-**	**-**	**-**	**-**	**-**	**80**	
TOTAL COST =	**$ 61,577.27**	**$ -**	**$ 19,870.51**	**$ 6,484.09**	**$ -**	**$ 18,177.28**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,261.39**	**$ 9,784.00**
ck	$ 61,577.27												

(1) CMT reimbursibles: Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services - CTBX Fee
(5) Printing and Shipping

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-0XX (2023)
BIL Project No.: 3-29-0037-xxx

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

CONSTRUCTION MANAGEMENT SERVICES

Construction management services will be provided as required to fulfil the scope of work requirements – delineated in Exhibit II.

The final project closeout report will be complete and forwarded to FAA within 6 months. of the project acceptance date.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 357, Building Regulations

MEETING DATE
July 3, 2023

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

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B & D Yardbuilders. to remove the structures, and any remaining debris including foundation and footings located at 2715 S Pennsylvania Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on January 31, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 2, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on June 16, 2023, for the removal of structures and any remaining debris including footings and foundations. At that time bids were received as follows.

B & D Yardbuilders	$4,765.00
Big Johns	$5,600.00
Freeman's Landworx	$6,445.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2022-23 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $4,765.00 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. 2023- 357, Photograph of Property, Bid Tabulation

CLOSING DATE:	16-Jun-23	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse
Demolition of All Structures		LOCATION:	2715 S. Pennsylvania Ave

COMPANY	BIDS
B & D Yardbuilders	$4,765.00
Big John's Heavy Equipment	$5,600.00
Freeman's Landworx, LLC	$6,445.00
USA Demolition	NO BID


COUNCIL BILL 2023-357
2715 S PENNSYLVANIA AVE.
01/31/2023


01/31/2023


01/31/2023


01/31/2023

COUNCIL BILL NO. 2023-357 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 2715 S Pennsylvania Ave. in the City of Joplin, Missouri, for Four Thousand Seven Hundred Sixty-Five dollars ($4,765.00); 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 Four Thousand Seven Hundred Sixty-Five dollars ($4,765.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2715 S Pennsylvania Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2715 S Pennsylvania Ave. ALL OF THE SOUTH 60 FEET OF LOT NUMBERED EIGHTY-THREE (83) IN NORMAN-FOULKE 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 the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-451– approving a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin

MEETING DATE
July 03, 2023

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2023-451 Ordinance and the DHSS Program Services Contract

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes a Program Services Contract between the Missouri Department of Health and Senior Services (DHSS) and the City of Joplin providing funding for Public Health Emergency Preparedness activities.

BACKGROUND
This DHSS contract renewal provides funding from the state for public health preparedness activities in Joplin. The contract continues partial funding of one Regional Response Planner to be based in the Joplin Health Department. This staff person provides emergency planning and response activities for Joplin and Jasper County health departments. The county health department provides funding to the city for these services that allows for full funding of this position.

Services provided generally include the exercise and update of public health emergency response plans for each department, facilitating staff training requirements for emergency preparedness as well as improvement of disease surveillance and reaction capabilities of each health jurisdiction.

The period for this agreement is July 1, 2023, through June 30, 2024, and the total anticipated reimbursement from this agreement is $40,339.00. No local match is required for participation in this contract.

FUNDING SOURCE
The source of funding is the Missouri Department of Health and Senior Services contract.

RECOMMENDATION
Staff recommends approval of this Council Bill No. 2023-451, on an emergency basis.

COUNCIL BILL NO. 2023-451 **ORDINANCE NO.**

AN ORDINANCE authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for Forty Thousand, Three Hundred Thirty-Nine Dollars, no cents, ($40,339.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause.

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

Section 1. That the Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, a copy of said Agreement being attached hereto, be and the same is hereby, approved in the current form.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreements by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the immediate preservation of public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this ordinance provides for public health emergency preparation activities for residents of the city and immediate passage prevents delay of implementation of the contract.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 3rd day of July 2023, by a vote of

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102-0570 Phone: 573-751-6400 FAX: 573-751-6010
RELAY MISSOURI for Hearing and Speech Impaired and Voice dial: 711

RECEIVED
JUN 12 2023

Paula F. Nickelson
Acting Director

Michael L. Parson
Governor

Dear Contractor:

Enclosed is a contract between your organization and the Department of Health and Senior Services that requires you to complete the following steps:

1. Review and sign the front page of the contract;
2. Return the contract to:

Bureau of Procurement Services
Missouri Department of Health and Senior Services
P.O. Box 570
Jefferson City, MO 65102

Also, please forward the enclosed blue page to the appropriate person within your organization. It explains the process for completing the Annual Subrecipient Information Form (ASIF).

Once all signed copies have been returned to our office and the contract is signed by the department, a fully executed copy of the contract will be returned to you. Please contact the Bureau of Procurement Services at (573) 751-6471 or via email at Procurement@health.mo.gov if you have any questions regarding this letter.

Enclosures

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking #	**Contract Title:**	
48520	PUBLIC HEALTH EMERGENCY PREPAREDNESS	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
7/1/2020	6/30/2024	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
DH210048520		04

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS 321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN) *********		UEI NUMBER: HRWZCYY8MWJ3
CONTRACTOR'S AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE		DATE

AMENDMENT #04 TO CONTRACT DH210048520

CONTRACT TITLE: Public Health Emergency Preparedness

CONTRACT PERIOD: July 1, 2023 through June 30, 2024

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

1.1 The contract amount shall not exceed $40,339.00 for the period of July 1, 2023 through June 30, 2024.

In addition, the Department of Health and Senior Services desires to amend the above-referenced contract in accordance with the following:

1. Add Section 1.5 in its entirety as follows:

1.5 If the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

2. Delete Attachment G in its entirety and replace with revised Attachment G, which is attached hereto and is incorporated by reference as if fully set forth herein.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

CITY OF JOPLIN HEALTH DEPARTMENT
Public Health Emergency Preparedness Budget
FY24 (July 1, 2023 - June 30, 2024)

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	19,973	19,973
Fringe Benefits	8,000	8,000
Travel	2,500	2,500
Equipment (*see definition below)		
Supplies	9,866	9,866
Other		0
Contractual		
Subcontractor #1 (Enter Name)		0
Subcontractor #2 (Enter Name)		0
Subcontractor #3 (Enter Name)		0
Subcontractor #4 (Enter Name)		0
Subcontractor #5 (Enter Name)		0
Total Direct Costs	40,339	
Indirect (Administrative) Cost	0	
TOTAL CONTRACT	**40,339**	

Allowed cost for the calculation of Indirect (Administrative) Costs:	40,339
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.	0.00%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes or No)	

CITY OF JOPLIN HEALTH DEPARTMENT

Public Health Emergency Preparedness Budget

FY24 (July 1, 2023 - June 30, 2024)

Provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter the allowed Indirect (Administrative) Cost in the blue cell C27. Attach a copy of your approved Indirect Cost Rate agreement.	

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	48520	**State:** 0%	$0.00	**Federal:** 100%	$167,709.00

Contract Title: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Contract Start: 7/1/2020 **Contract End:** 6/30/2024 **Amend#:** 04 **Contract #:** DH210048520

Vendor Name: JOPLIN CITY HEALTH DEPARTMENT

CFDA: 93.069 **Research and Development:** N

CFDA Name: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 5NU90TP922019-02, 6NU90TP922019-02

Federal Award Name: MISSOURI PHEP COOPERATIVE AGREEMENT

Federal Award Year: 2020 **DHSS #:** 20PHEP **Federal Obligation:** $39,198.00

CFDA: 93.069 **Research and Development:** N

CFDA Name: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 5NU90TP922019-03, 6NU90TP922019-03

Federal Award Name: MISSOURI PHEP COOPERATIVE AGREEMENT

Federal Award Year: 2021 **DHSS #:** 21PHEP **Federal Obligation:** $39,198.00

CFDA: 93.069 **Research and Development:** N

CFDA Name: PUBLIC HEALTH EMERGENCY PREPAREDNESS

Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION

Federal Award: 5NU90TP922019-04

Federal Award Name: MISSOURI PHEP COOPERATIVE AGREEMENT

Federal Award Year: 2022 **DHSS #:** 22PHEP **Federal Obligation:** $48,974.00

CFDA: N/A **Research and Development:** *

CFDA Name: *

Federal Agency: *

Federal Award: *

Federal Award Name: *

Federal Award Year: * **DHSS #:** ZZZ-PENDING FOA **Federal Obligation:** $40,339.00

*** The Department will provide this information when it becomes available.**

Project Description:

To demonstrate measurable and sustainable progress toward achieving public health and healthcare preparedness capabilities and promote prepared and resilient communities.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-513 – Approving a Subrecipient Agreement with Missouri-American Water Company to extend water infrastructure services utilizing the State American Rescue Plan Act (ARPA) Legislative Priority Grant

MEETING DATE
July 3, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-513 Ordinance; Exhibit "A" Subrecipient Agreement; Maps

REVIEWED BY
Department Head: Leslie Haase; Public Works Director: Dan Johnson; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a Subrecipient Agreement with Missouri-American Water Company to extend water infrastructure services utilizing the State American Rescue Plan Act (ARPA) Legislative Priority Drinking Water Grant.

BACKGROUND
The State of Missouri Legislature awarded the City of Joplin a $5,000,000.00 American Rescue Plan Act (ARPA) Legislative Priority Drinking Water Grant. This grant will extend water services in three areas:

- Zora Street to Highway 249;
- County Road 180, north of Apple Road; and,
- 7th Street, from Duquesne Road to Kenser Road

These projects were previously prioritized by the City Council in the unfunded project list, which resulted in the direct legislative award. The grant is a 50%/50% grant.

Missouri-American Water Company will complete the extension of the water main infrastructure in these three areas and this agreement will allow the City to reimburse 50% of the total cost up to $5,000,000.00. Missouri-American Water Company will own the infrastructure and be responsible for any future maintenance. The agreement also sets forth the grant requirements that must be followed by the City and Missouri-American Water Company.

FUNDING SOURCE
Not applicable for this item.

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

COUNCIL BILL NO. 2023-513 ORDINANCE NO.

AN ORDINANCE approving a Subrecipient Agreement by and between the City of Joplin and Missouri-American Water Company, a Missouri Corporation, to extend water infrastructure services under the State American Rescue Plan Act (ARPA) Legislative Priority Water Infrastructure Projects Grant; and, containing an emergency clause.

WHEREAS, the City of Joplin received a State Legislative Priority Drinking Water Infrastructure Grant in the amount of Five Million Dollars ($5,000,000.00) through the State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA); and,

WHEREAS, the Grant requires a 50% match from Missouri-American Water Company; and,

WHEREAS, the City Council of the City of Joplin, along with City staff, prioritized an unfunded community project list; and,

WHEREAS, the City Council desires to enter into a Subrecipient Agreement with Missouri-American Water Company to complete Ten Million Dollars of new water infrastructure services.

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

Section 1. That a Subrecipient Agreement by and between the City of Joplin and Missouri-American Water Company, a Missouri Corporation, to extend water infrastructure services under the State American Rescue Plan Act (ARPA) Legislative Priority Water Infrastructure Projects Grant is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement, in substantially similar form, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the expenditures of the City, and as such shall become effective immediately upon its passage.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

EXHIBIT "A"

SUBRECIPIENT AGREEMENT BETWEEN CITY OF JOPLIN, MISSOURI, AND MISSOURI-AMERICAN WATER COMPANY FOR WATER PROJECTS

THIS SUBRECIPIENT AGREEMENT is made and entered into this _____ day of _____, 2023, hereinafter referred to as "the Effective Date," by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Missouri-American Water Company, a Missouri Corporation, hereinafter referred to as "Subrecipient," and with City and Subrecipient being referred to collectively as "the Parties."

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was enacted to provide support to state and local governments to respond to the financial impacts of the COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLFRF funds") authorized under ARPA are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the City has received SLFRF funds to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLFRF funds (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the City and Subrecipient find that SLFRF funds distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the City and Subrecipient find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF funds guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in the City of Joplin, Missouri.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. GENERAL OVERVIEW AND WATER PROJECT DEFINITIONS

The City has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

This Agreement will provide funding for critical infrastructure improvements to public water systems serving the community.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

2. RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient's responsibilities under this Agreement include but are not limited to the following:

Subrecipient is responsible for funding costs of design of the infrastructure improvements and such costs will be reimbursable.

Subrecipient is responsible for construction of the improvements.

Subrecipient will own the improvements and be responsible for future maintenance and repair.

Subrecipient will be responsible for funding any project costs in excess of the sum set forth in paragraph 3 of this Agreement.

If Subrecipient does not enter into a contract for construction of any individual project improvement by December 31, 2024, Subrecipient shall not be entitled to funding for any costs associated with the project. In such an event, Subrecipient shall have no obligation to proceed with construction of the improvement.

Any costs funded by Subrecipient after December 31, 2026 shall not be eligible for reimbursement under this Agreement.

3. PAYMENT

The City shall make available an amount of up to **$5,000,000.00 (FIVE MILLION DOLLARS)** to Subrecipient from the City's SLFRF funds awarded by the State. The Parties acknowledge and agree that the City's SLFRF funds awarded by the State are provided on a match basis, and Subrecipient shall be solely responsible for providing all of the matching funds, in an amount of up to **$5,000,000.00 (FIVE MILLION DOLLARS)**. The City's SLFRF funds awarded by the State shall be used to reimburse Subrecipient for expenses related to eligible uses of SLFRF funds as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

The City will approve and pay reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. Subrecipient is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

a. Signed Request for Reimbursement (RFR) form;
b. Invoices of all expenditures (including both grant and matching funds); and
c. Proof of payment of all expenditures (including both grant and matching funds).

Subrecipient acknowledges and agrees that City's obligation to reimburse Subrecipient will be limited to the amount of funds approved and paid by the State.

4. TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time City's state contract/grant is suspended or revoked, or if Subrecipient becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and Subrecipient must submit a final, formal statement in the manner set out above and below requesting payment.

The City may immediately terminate this Agreement, without prior notice, if Subrecipient fails to perform any obligation found herein and the failure:

a. Creates a potential threat to health or safety: or
b. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, Subrecipient shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement.

Within ninety (90) days after receipt of a notice of termination, Subrecipient agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

5. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

Subrecipient shall maintain an effective accounting system, which will:

a. Identify and record valid transactions;
b. Record transactions to the proper accounting period in which transactions occurred;
c. Describe transactions in sufficient detail to permit proper classification;
d. Maintain records that establishes that the funds have been used in compliance with contract requirements;
e. Adequately identify the source and application of funds of each grant contract; and
f. Generate current and accurate financial reports in accordance with contract requirements.

6. MONITORING

Subrecipient agrees that City will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the subrecipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between Subrecipient and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of Subrecipient's obligations to City under this Agreement. Subrecipient agrees that City will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. City will provide the Subrecipient with reasonable advance notice of intended audits. Subrecipient must provide records within ten (10) business days or a mutually agreed upon timeline. Subrecipient may withhold any information that it is mandated to withhold to comply with state or federal law.

7. ALLOWABLE COSTS

City payment to Subrecipient does not preclude City from determining that certain costs were ineligible, in accordance with federal and/or state grant rules and regulations, for reimbursement. If City determines that a cost City has paid for is ineligible for reimbursement, Subrecipient will refund the ineligible amount to City. City will determine whether costs submitted by Subrecipient are allowable and eligible for reimbursement. If City has paid funds to Subrecipient for unallowable or ineligible costs, City will notify Subrecipient in writing, and Subrecipient shall return the funds to City within thirty (30) calendar days of the date of this written notice. City may withhold all or part of any payments to Subrecipient to offset reimbursement for any unallowable or ineligible expenditure that Subrecipient has not refunded to City, or if required financial report(s) are not submitted by the due date(s).

8. DOCUMENTATION

Subrecipient shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

9. MISCELLANEOUS

A. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

B. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

C. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

D. Compliance with laws. Subrecipient shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

E. Consequential Damages. In no event shall City be liable to Subrecipient for special, indirect, or consequential damages.

F. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

G. Guards and Lights. Subrecipient agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

H. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

I. Indemnification. To the fullest extent permitted by law, Subrecipient agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations to the extent negligently performed hereunder by Subrecipient, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Subrecipient under the terms of this agreement.

J. Insurance. Subrecipient shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured for causes of actions and claims arising out of Contractor's services related to the exceptions to sovereign immunity expressly set forth in Section 537.600.1(1) and (2), RSMo., 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). The foregoing shall not be construed as a waiver of sovereign immunity.

K. Non-Discrimination. Subrecipient agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Subrecipient or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

L. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Subrecipient at the addresses as follows:

City of Joplin, Missouri	Missouri-American Water Company
602 S. Main St.	727 Craig Rd
Joplin, MO 64801	St. Louis, MO 63141
Attn: City Attorney	Attn: Legal Department

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

M. Payment for Labor and Materials. Subrecipient agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

N. Prevailing Wage. Subrecipient shall comply with applicable State provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the Contract shall be paid not less than the prevailing hourly rate of wages, when required and as determined by the Department of Labor and Industrial Relations of the State of Missouri (or "MoDOLIR").

O. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

P. Safety Training. Subrecipient shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Subrecipient which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Subrecipient shall also require all subcontractors under Subrecipient to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to Subrecipient that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Subrecipient and a determination by MoDOLIR that penalties shall be assessed for such violations, City shall withhold and retain from the Contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

Q. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

R. Subcontractors. Subrecipient shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Subrecipient is for the acts and omissions of persons it directly employs. Subrecipient shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Subrecipient by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Subrecipient the same power regarding termination of any subcontract as City may exercise over Subrecipient under any provisions of this Agreement. Nothing contained

in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

S. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Subrecipient is associated with a business entity, Subrecipient shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Subrecipient must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

T. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

MISSOURI-AMERICAN WATER COMPANY

_____
By:
Its: authorized representative

APPENDIX A - Scope of Services

Infrastructure improvements to community water systems including without limitation, any one or more of the following:

- Zora Street Water Main Installation to Hwy 249
- County Road 180 Water Main Installation
- 7th Street Water Main Installation

APPENDIX B - Program or Project Budget/Allowable Expenses

Budget category	Total Estimated ARPA Eligible Costs
Construction for any one or more of the following public infrastructure improvements:	
• Zora Street Water Main Installation to Hwy 249	$1,987,536
• County Road 180 Water Main Installation	$4,259,005
• 7th Street Water Main Installation	$4,022,393

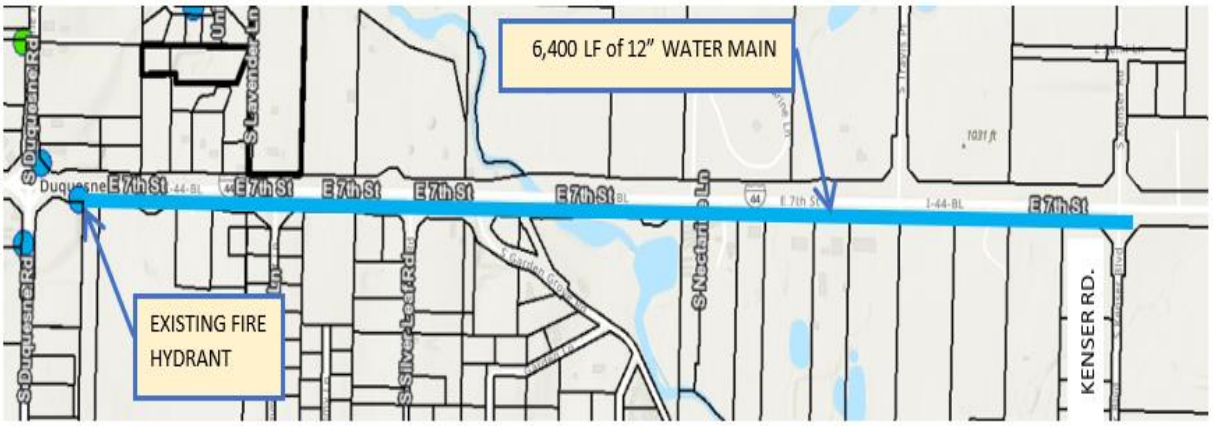
Zora Street Water Main Installation



County Road 180 Water Main Installation



7th Street Water Main Installation



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 025-23 – Site Plan Review

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 025-23: 1920 E 32nd St – Site Plan Review – A request to review a site plan for a medical office addition – Renee Walker

BACKGROUND:
Renee Walker, the owner of the property, is requesting to build a small addition to the Southeast corner of the building. The addition will include new offices to the primary structure. The addition will not impose any problems with circulation through the parking lot. Corner side setbacks will be met (a minimum of 15'), and there will be enough room to pull cars through to circulate traffic.

The proposed site meets parking requirements, and the site currently has a privacy fence between the office and the residential property, which serves as their buffer. The building's design materials will stay consistent along the extended facade.

PLANNING & ZONING COMMISSION TESTIMONY:

Jeff Millard, the architect for this project, represented the case. He stated their intent was to build a small addition onto the medical building. This would serve as a small office and an additional exam room.

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

RECOMMENDATIONS:
Staff recommends approval for Case 025-23
Planning & Zoning Commission recommends approval of Case 025-23 (7 in Favor, 0 Nay)

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

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Site Plan Review

CASE 025-23 A request to review the Site Plan for future development.

LOCATION 1920 E 32nd St, Joplin, MO 64804

APPLICANT Renee Walker

PRESENT ZONING C-1-PD

PRESENT LAND USE ENT Doctor's Office

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-2 PD	C-1 PD	R-1	C-1 PD
Land Use	Commercial Plaza	Pre School	Single-Family Residential	Zips Gas Station

SUBDIVISION/TRACT

The property has not been platted.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 32nd St.	Arterial	80′
S Park Ave	Local	60′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

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

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

DISCUSSION

Renee Walker, the owner of the property, is requesting to build a small addition to the Southeast corner of the building. The addition will include new offices to the primary structure. The addition will not impose any problems with circulation through the parking lot. Corner side setbacks will be met (a minimum of 15′), and there will be enough room to pull cars through to circulate traffic.

The proposed site meets parking requirements, and the site currently has a privacy fence between the office and the residential property, which serves as their buffer. The building′s design materials will stay consistent along the extended facade.

Staff recommends approval of Case 025-23.

ENCLOSURES

- Map of property
- Application
- Site Plan

Site Plan Review Application

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

Office Use Only
Case No.: 025-23
Filing Fee: $550.00
Received: 4/14/23
Advertised:
Proj. No.: 23-162

Applicant: CHARLES WILLEY (WILLEY CONSTRUCTION) Phone No.: 417-434-1208
Address: PO BOX 852 - JOPLIN Email: CWILLEY182@GMAIL.COM
Owner: RENEE WALKER Phone No.: 417-291-0827
Address: 7067 CHAD LN. JOPLIN Email: DRRENEE@JOPLINENT.COM
Location of Property: 1920 E. 32 STREET
Present Use of Property: MEDICAL OFFICE Zoning:
Design Professional who Prepared the Plans: HUNTER & MILLARD ARCHITECTS, INC
Phone No.: 417-624-8872 Email: JEFF@HUNTERANDMILLARD.COM
Total Acres:

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

To be shown on or submitted with the plans:

Yes	No	
☒	☐	Name of the project, address, boundaries, date, north arrow, and scale of the plan

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

☒	☐	Name and address of the owner of record, developer, and seal of the engineer, architect, or landscape architect
☐	☐	Name and address of all owners of record of abutting parcels
☒	☐	All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures
☐	☐	Layout of any existing structures, streets, civic spaces or infrastructure and the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features. For developments in the "C-2" Central Business District, indicate design details to make new construction compatible with existing structures
☒	☐	The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs, and fences. Location type and screening details for all waste disposal containers shall also be shown
☒	☐	The Planner may require location, height, intensity, and bulb type (e.g., fluorescent, LED) of all external lighting fixtures, and the direction of illumination and methods to eliminate glare onto adjoining properties
☐	☐	The location, height, size, materials, and design of all proposed signage
☒	☐	A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas
☒	☐	A landscape maintenance schedule detailing watering, pruning, and replacement of dead plant material.
☐	☐	The location of all existing and proposed utility systems including sewer lines, sewer lateral lines, and manholes; water lines and fire hydrants; telephone, cable, internet, and electrical systems; and storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales
☐	☐	Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable
☐	☐	Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements.

☒	☐	Zoning district boundaries adjacent to the site's perimeter shall be drawn and identified on the plan
☒	☐	Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include the projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels; the projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and the impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.
☒	☐	For new construction or alterations to any existing structure, a table containing the following information must be included. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; maximum number of employees; maximum seating capacity, where applicable; number of parking spaces existing and required for the intended use; a landscape plan for improving large areas of paved parking with appropriate landscaping may be required.
☐	☐	Summary of the type, extent and outcomes from any public engagement or neighborhood meetings.
☐	☐	Strategy indicating the estimated timing of development, and any other administrative details of implementing the plan through future final plats and site plans.
☒	☐	Elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details

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

Yes	No	
☒	☐	Were 20 copies of the required plans submitted? **Only 11x17 is permitted**.
☒	☐	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?
☒	☐	Was the site plan review fee of $ 550.00 paid?

Site plans that do not meet minimum requirements will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: Charles Willey **Date:** 4-14-23

Case 025-23: Site Plan Review

1920 E 32nd St-Site Plan Review-A request to review a site plan for a medical office addition-Renee Walker

Jeff Millard, architect, Joplin, Missouri. He stated he represented the applicant, and her intent was to build a small addition on the medical building. This would serve as a small office and an additional exam room.

Mr. Kimble asked if there were any questions from the Commission on Case 025-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 025-23.

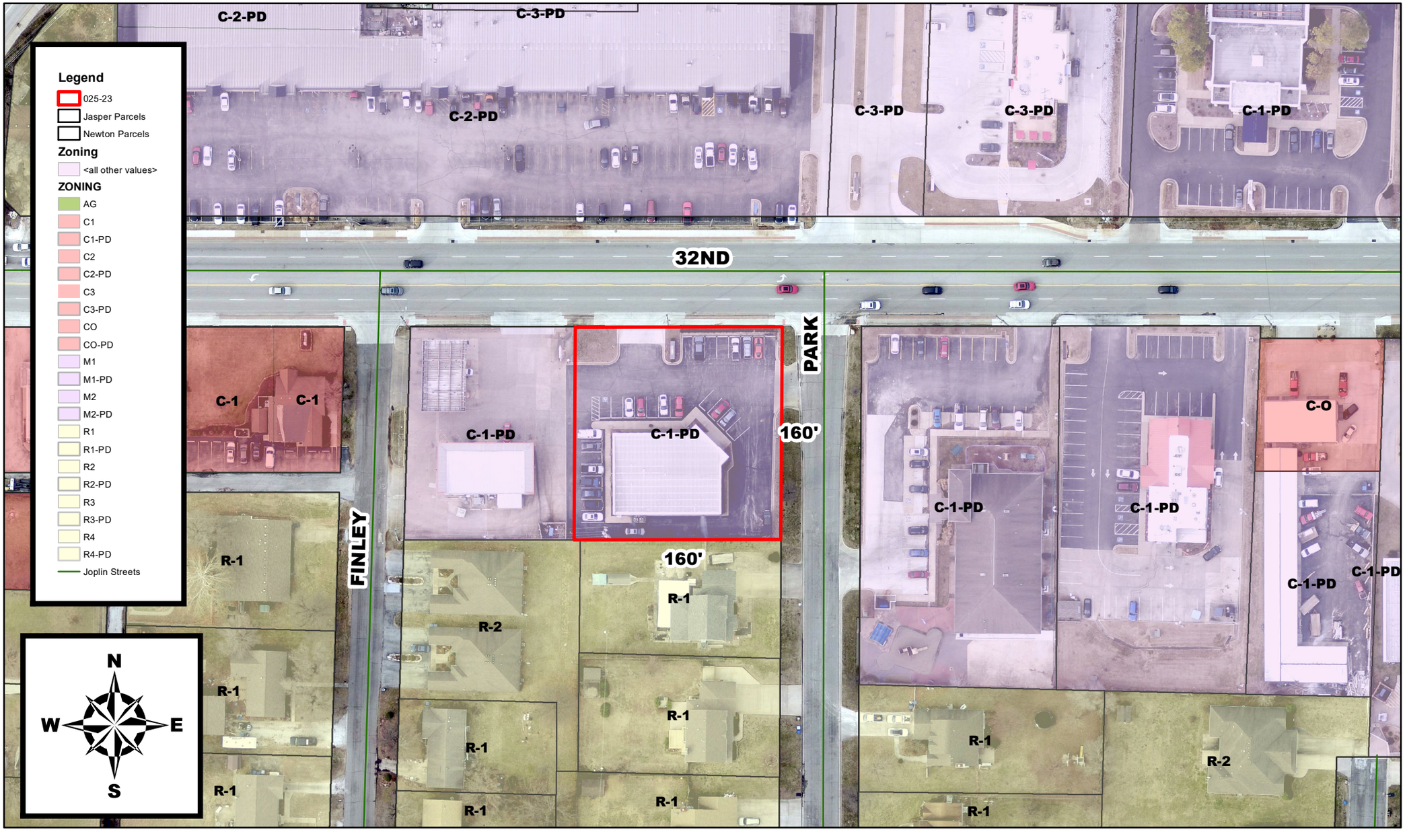
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 025-23.

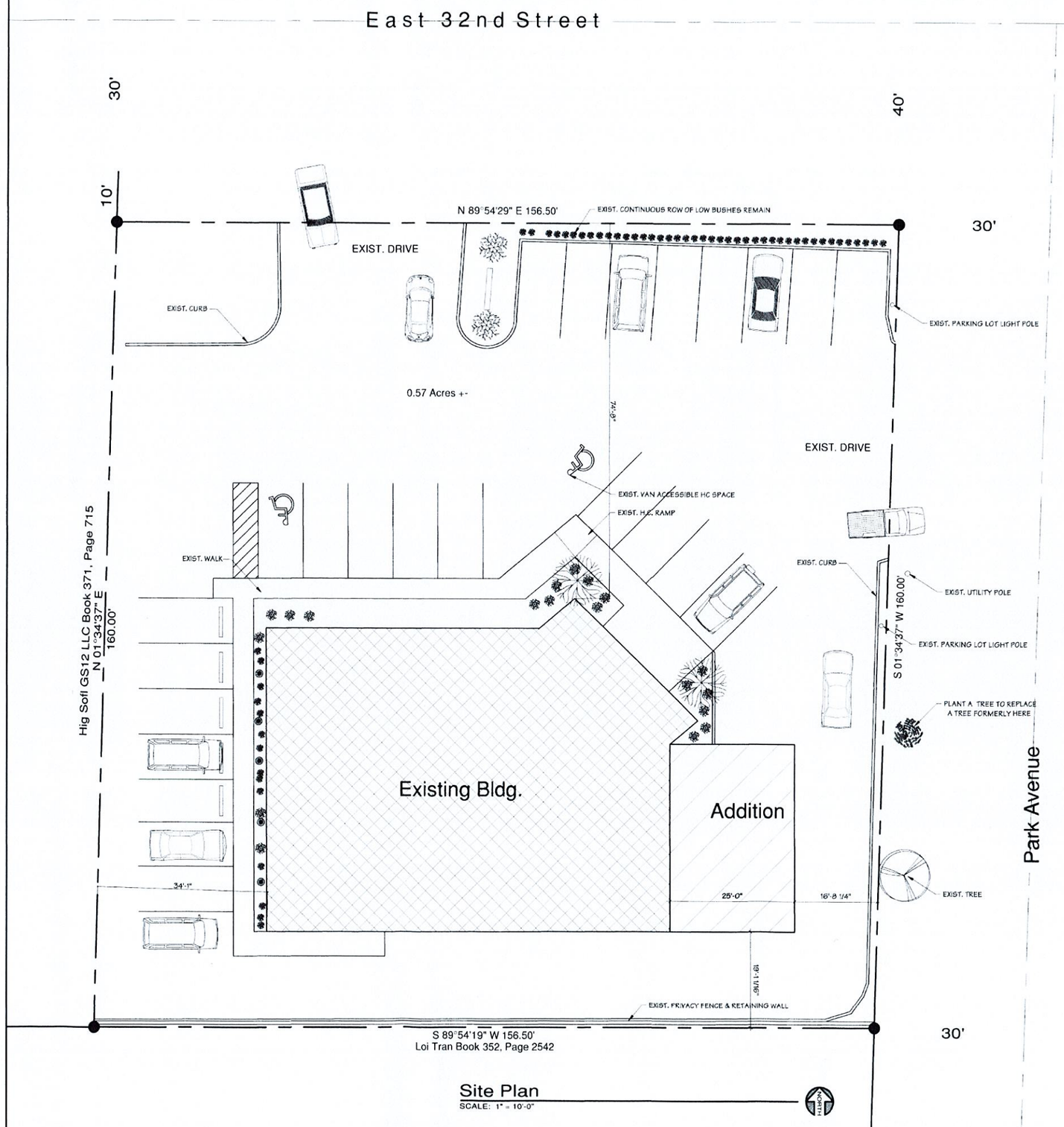
There were none.

MR. ROSENBERG MOVED THAT CASE 025-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 025-23: Site Plan Review



1920 E 32nd St - Site Plan Review - A request to review a site plan for a medical office addition - Renee Walker



Building Expansion for

JOPLIN ENT

Joplin Ear, Nose & Throat

1920 E. 32nd Street Joplin MO

Sheet Index

T1 Title Sheet, Bldg. Code, Site Plan
D1 Existing / Demo Plan
A1 Floor Plan
A2 Room Finish, Doors & Windows
A3 Exterior Elevations
A4 Roof Plan & Building Section
A5 Wall Sections

S0.1 Structural Notes
S0.2 Structural Notes & Details
S1.1 Structural Plans
S2.1 Structural Details

Building Code Information

Project Description: 900 s.f. ADDITION TO EXISTING MEDICAL OFFICE

Code Used: 2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL MECHANICAL CODE
2017 NATIONAL ELECTRICAL CODE
2018 INTERNATIONAL FIRE CODE
2018 INTERNATIONAL FUEL GAS CODE
CITY OF JOPLIN ADOPTED AMENDMENTS

Use Group: BUSINESS (DR'S OFFICE)

Construction Type: 5B (WOOD)

Building Area: 4,783 s.f. EXISTING BUILDING
900 s.f. ADDITION
5,683 s.f. PROPOSED TOTAL

Occupancy: EXISTING BUILDING: 4,783 / 150 = 32 OCCUPANTS
ADDITION: 900 s.f. / 150 = 6 OCCUPANTS

Fire Protection System: NO AUTOMATIC FIRE SUPPRESSION SYSTEM
ONE (1) ADDITIONAL 10# ABC PORTABLE FIRE EXTINGUISHER

Project Team

GENERAL CONTRACTOR: WILLEY CONSTRUCTION

STRUCTURAL ENGINEER: TAPPANA ONDRICK

MEP DESIGN BY SUBCONTRACTORS OF WILLEY CONSTRUCTION, LICENSED & BONDED. WORK TO COMPLY WITH CITY OF JOPLIN ADOPTED BUILDING CODES.

ARCHITECT OF RECORD: JEFF MILLARD, HUNTER & MILLARD ARCHITECTS, INC.

HUNTER & MILLARD ARCHITECTS, INC.
1501 S. Main Street Joplin MO 64804 417.624.8872
Missouri Certificate of Authority: A-2008008317

Building Expansion for
JOPLIN ENT
Joplin Ear, Nose & Throat
1920 E. 32nd Street Joplin MO

4.4.2023

STATE OF MISSOURI JEFFREY BAY MILLARD NUMBER A-6845 REGISTERED ARCHITECT

Jeffrey B. Millard Architect
Missouri A-6845

Drawn By	JM
Checked By	.....
Date	4.4.2023
Scale	1" = 10'-0"
Job Number	22099
Site/Code/Title Sht.	T1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 027-23 – Site Plan Review

MEETING DATE:
July 3, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 027-23: 3232 Enterprise Avenue – Site Plan Review – A request to review a site plan for a parking lot addition – Specialty Foods Distribution, Inc.

BACKGROUND:
The owner, Specialty Foods, is seeking to expand parking to the South on the East side of their building. The owner is adding to the parking area; a row of 18 spaces, and a row of 19 spaces. Per the Development Code, under Article 7, Sec. 4: Parking Design, the parking requirements are a 6' perimeter buffer on the side of the parking lot. As seen on the site plan, this requirement has been met.

Stormwater, traffic, and building have no comments or objections to the proposed development. The increase in impervious surface is less than 25% of the site, so any extra landscaping is not required.

PLANNING & ZONING COMMISSION TESTIMONY:

Tony Doll represented Specialty Foods and explained that they are requesting to build an additional parking lot parallel to the business. This would allow 37 additional parking spaces and 2 handicapped parking spaces. There were no comments or questions from the Commission.

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

RECOMMENDATIONS:
Staff recommends approval for Case 027-23
Planning & Zoning Commission recommends approval of Case 027-23 (7 in Favor, 0 Nay)

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

Z&P Meeting: June 12, 2023
City Council Meeting: July 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Site Plan Review

CASE 027-23 A request to review the Site Plan for future development.

LOCATION 3232 Enterprise Ave, Joplin, MO 64801

APPLICANT Specialty Foods Distribution, Inc.

PRESENT ZONING M-2 PD

PRESENT LAND USE Warehousing/Distribution Center

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2 PD	M-2 PD	M-2 PD	M-2 PD
Land Use	JOMO Crossfit	Industrial	Industrial	Industrial

SUBDIVISION/TRACT

Joplin Industrial Park

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N Industrial Rd	Local	60′
E Enterprise Ave	Local	80′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

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

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

DISCUSSION

The owner, Specialty Foods, is seeking to expand parking to the South on the East side of their building. The owner is adding to the parking area; a row of 18 spaces, and a row of 19 spaces. Per the Development Code, under Article 7, Sec. 4: Parking Design, the parking requirements are a 6′ perimeter buffer on the side of the parking lot. As seen on the site plan, this requirement has been met.

Stormwater, traffic, and building have no comments or objections to the proposed development. The increase in impervious surface is less than 25% of the site, so any extra landscaping is not required.

Staff recommends approval of Case 027-23.

ENCLOSURES

- Map of property
- Application
- Site Plan

Site Plan Review Application

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

Office Use Only

Case No.: 027-23
Filing Fee: $550.00
Received: 4/14/23
Advertised:
Proj. No.: 23-164

Applicant: Specialty Foods Distribution, Inc. Phone No.: 417-623-2222

Address: 3232 Enterprise Avenue, Joplin, MO 64801 Email: tonyd@specfoodinc.com

Owner: Jose L. Bravo Phone No.: 918-344-5750

Address: 2002 Natalie Lane, Joplin, MO 64801 Email: joseb@specfoodinc.com

Location of Property: 3232 Enterprise Avenue, Joplin, MO 64801

Present Use of Property: Vacant Land Zoning: M2-PD

Design Professional who Prepared the Plans: Hunter and Millard Architects, Inc.

Phone No.: 417-624-8872 Email: jeff@hunterandmillard.com

Total Acres: .5 acres

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

To be shown on or submitted with the plans:

Yes	No	
☑	☐	Name of the project, address, boundaries, date, north arrow, and scale of the plan

☑ ☐ Name and address of the owner of record, developer, and seal of the engineer, architect, or landscape architect

☐ ☑ Name and address of all owners of record of abutting parcels

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

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

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

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

☐ ☑ The location, height, size, materials, and design of all proposed signage

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

☐ ☑ A landscape maintenance schedule detailing watering, pruning, and replacement of dead plant material.

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

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

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

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

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

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

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

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

☐ ☑ Elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details

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

Yes	No	
☑	☐	Were 20 copies of the required plans submitted? **Only 11x17 is permitted.**
☑	☐	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?
☑	☐	Was the site plan review fee of $_____ paid?

Site plans that do not meet minimum requirements will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: _____ **Date:** 04-13-23

Site Plan Review Procedures

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

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

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

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

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

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

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

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

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

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

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

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

Bellairs, Tyler

From: Tony Doll <tonyd@specfoodinc.com>
Sent: Monday, May 22, 2023 3:53 PM
To: Bellairs, Tyler
Subject: Legal Description
Attachments: 3232 Enterprise Avenue, Joplin, MO 64801.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

This email originated outside our network. If it is unsolicited or unexpected, please delete. If expected, use caution when opening any links or attachments.

Tyler,

See legal description of property on page one, line 14 and 15.

Sincerely,

Tony E. Doll
Chief Financial Officer

Specialty Foods
DISTRIBUTION, INC.

Reference *(e.g., Seller and Buyer)* _____

MISSOURI ASSOCIATION OF REALTORS®
Working for Missouri's REALTORS®

Commercial and Industrial Real Estate Sale Contract

This document has legal consequences. If you do not understand it, consult your attorney.

1. **PARTIES:** This contract ("Contract") is made by Gary L. Hall Revocable Living Trust, Seller, and Amigo Properties, Inc. (A Missouri Corporation), Buyer, and is effective as of the date and time of final acceptance on the signature page of this Contract (the "Effective Date").

2. **PROPERTY:** Seller sells to Buyer the following-described real estate, together with any buildings and improvements thereon, and all personal property used in the operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm windows and doors, screens and awnings, keys, and including the following: 4 sets of office furniture and 36 sets of warehouse racks. Office furniture and racks remain in lieu of loan default all of which is commonly known and numbered as 3232 Enterprise, in the City of Joplin in Jasper County, State of Missouri, and is legally described as follows:

3232 Enterprise, Joplin, MO
All of the East 500 feet of Lot Numbered Five (5) in Joplin Industrial Park Subdivision to the City of Joplin, Jasper County, Missouri

Such real estate and other property shall be collectively referred to in this Contract as the "Property."

3. **EXCEPTIONS:** The Property shall be subject, however, to the Permitted Exceptions (as defined in paragraph 9 of this Contract), zoning ordinances and laws and the following existing leases or tenancies:

n/a

4. **PURCHASE PRICE:** The purchase price is One Million Dollars ($ 1,000,000.00), which Buyer agrees to pay as follows: zero Dollars ($ _____), at the signing of this Contract as Earnest Money, which is to be deposited in the insured trust or escrow account of n/a ("Escrow Agent") as soon as practicable, but not later than five (5) banking days after the Effective Date, as a part of the consideration of the sale; the balance to be paid in the following manner: One Million _____ Dollars ($ 1,000,000.00), in guaranteed funds or cashier's check at Closing (as defined below), adjusted at Closing for prorations, closing costs, and other agreed expenses and [state other payment or financing terms] As stated in financing agreement attached (Note Payable to Gary L. Hall Revocable Living Trust).

5. **FINANCING AGREEMENTS: (Only those paragraphs which are completed shall be applicable)**

(a) The Property is subject to the lien of a first deed of trust, securing the payment of a promissory note payable to Gary L. Hall Revcable Living Trust, and bearing interest at the rate of See Attached percent per annum, with an unpaid balance of principal thereon as of Closing of $ _____, and the Buyer will, at Closing as part of the purchase price, assume and agree to pay the actual remaining unpaid balance on the note. [Note: Assumption by Buyer does not necessarily release Seller from continued liability.]

(b) Seller agrees to finance a part of the purchase price in the amount of $ 1,000,000.00, to be evidenced by a negotiable purchase money promissory note in a form approved by Seller, to be amortized in equal monthly installments over a period of 20 years, bearing interest at the rate of adjustable percent per annum, and secured by a First Deed of Trust in a form approved by Seller and covering the Property.

(c) This contract is contingent on Buyer's ability to obtain a conventional loan or loans in the amount of $ _____, payable over a period of not less than _____ years and bearing interest at a rate of not more than _____ percent per annum. Seller shall not be obligated to pay any of the expenses incidental to the obtaining of such loan or loans. Buyer shall use reasonable diligence in seeking to obtain such loan

Realty Executives of Joplin 2203 E. 32nd Street, Joplin MO 64804
Phone: 4177825552 Fax: 4177820091 Robert D. Martz, Broker

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or loans, and if Buyer does not furnish Seller with a copy of an effective written loan commitment within _____ days from the Effective Date, then this Contract shall automatically terminate and the Earnest Money shall be returned to Buyer.

6. **CLOSING DATE:** Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of JCT Title Services on December 5, 2003, or prior thereto by mutual consent, and possession shall be delivered as follows: Possession to Buyer upon full execution of contracts.

7. **EXISTING FINANCING:** Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.

8. **PRORATIONS:** The rents, income, and expenses from the Property, and the interest on any existing mortgages or deeds of trust to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between Buyer and Seller on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount of the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

9. **TITLE INSURANCE:** [Seller] [Buyer] **(cross out one)** shall pay for an owner's ALTA title insurance policy insuring marketable fee simple title in Buyer in the amount of the purchase price as of the time and date of recordation of Seller's general warranty deed, subject only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than twenty (20) days after the Effective Date, cause to be furnished and delivered to Buyer a current commitment to issue the policy (the "Title Commitment"), issued through JCT Title Services (the "Title Company"). Buyer shall have ten (10) days after receipt of the Title Commitment (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall have until Closing to cure the objections. If Seller does not cure the objections by Closing, the Contract shall automatically be terminated unless Buyer waives the objections on or before Closing.

10. **ABSTRACT AND EXAMINATION:** In lieu of title insurance being furnished as provided in paragraph 9 above, with the consent of both Seller and Buyer, Seller shall, at Seller's expense, not later than twenty (20) days after Effective Date, deliver to Buyer an abstract of title, certified to date by a competent abstracter showing marketable title in fact in Seller and taxes, assessments, judgments and mechanic's liens of record, affecting the Property; subject, however, to any exceptions herein stated. Buyer shall have ten (10) days after delivery to examine the abstract, and if the title to the Property is defective, Buyer shall specify the objections in writing and deliver the same to Seller at the office of the listing broker within ten (10) days after such delivery of the abstract. Seller shall correct any of the defects, and if Seller shall not have any such defects corrected within sixty (60) days from the date of delivery of such objections, then this Contract shall terminate and the Earnest Money shall be returned to Buyer and the abstract returned to Seller.

11. **INSPECTIONS:** Seller shall grant Buyer reasonable access to the Property for _____ (n/a) days after the Effective Date (the "Inspection Period") for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs, and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. If Buyer determines that the physical condition of the Property is not suitable for Buyer, Buyer shall provide written notice to Seller on or before the end of the Inspection Period that this Contract is terminated. In the absence of such termination notice, this inspection condition shall be deemed satisfied, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in paragraph 15 of this Contract. In addition, Buyer, or Buyer's representatives, may reinspect the Property before Closing upon reasonable notice to Seller.

12. **REPRESENTATIONS:** Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract.

13. **REAL ESTATE BROKER:** Seller and Buyer agree that Realty Executives of Joplin, Broker(s), is (are) the only real estate broker(s) involved in this sale, and Seller agrees to pay compensation of

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4% of the purchase price pursuant to the agreement between Seller and Broker(s). Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such claim. The provisions of this paragraph shall survive the Closing or termination of this Contract.

14. **DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly execute and deliver into escrow a general warranty deed, a bill of sale with a warranty of title for any non-realty portion of the Property, and all other documents and funds reasonably necessary to complete the Closing. The general warranty deed shall convey to Buyer marketable fee simple title to the Property, subject only to the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the general warranty deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the owner's title insurance policy with only the Permitted Exceptions.

15. **INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION:** Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may reinspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

16. **FOREIGN INVESTMENT:** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

17. **TERMINATION:** If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

18. **DEFAULT AND REMEDIES:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement, or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 19 of this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller, and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer.

(b) If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer, and, at Seller's option, either retain the Earnest Money as liquidated damages as Seller's sole remedy (the parties recognizing it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine) or pursue any other remedy and damages available at law or in equity. If at Seller's option, the Earnest Money is to be retained by the Seller as liquidated damages as Seller's sole remedy, the Earnest Money deposit shall first go towards reimbursing the expenses of Seller and the listing broker incurred in this transaction, and the balance to be paid one-half (n/a) to Seller and one-half (n/a) to the listing broker in lieu of compensation; provided, however, that the broker in no event shall receive any sum of money for his services greater than the amount agreed to as compensation.

This Contract does ☐ does not ☒ **(check one)** incorporate binding and mandatory arbitration under the terms of COM-2010, Rider A, Agreement to Arbitrate, attached hereto and incorporated herein. Arbitration is binding on those parties who have agreed to arbitrate by signing Rider A. If this Contract does not incorporate mandatory and binding arbitration or if a binding agreement for arbitration of disputes addendum is not subsequently entered into by the parties, and, as a result of default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the nondefaulting party for any expenses in connection with this transaction and for all reasonable attorney's fees, court costs, and legal expenses incurred by the nondefaulting party in connection with this transaction and the default.

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19. **DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS:** In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of Earnest Money, the Escrow Agent shall not distribute the Earnest Money or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within fifteen (15) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money, other escrowed funds or documents within sixty (60) days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand.

If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs, and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money or from other funds deposited with the Escrow Agent.

20. **ENTIRE AGREEMENT AND MANNER OF MODIFICATION:** This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements, and may be modified only by initialing changes in this Contract or by written agreement.

21. **NOTICES:** All notices, consents, approvals, requests, waivers, objections, or other communications (collectively "Notices") required under this contract (except notice given pursuant to paragraph 19 of this Contract) shall be in writing and shall be served by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All Notices shall be addressed to the parties at the respective addresses set forth below, except that any party may, by Notice in the manner provided above, change this address for all subsequent Notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in case of Notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a Notice shall constitute delivery of the Notice.

22. **ASSIGNABILITY OF CONTRACT.** This Contract is binding on and shall inure to the benefit of the parties' successors and assigns. Buyer may not assign this Contract without the written consent of Seller if (a) Seller is taking back a note and deed of trust as part of the purchase price or (b) Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this Contract.

23. **REAL ESTATE BROKERAGE RELATIONSHIP DISCLOSURE (licensee working with Seller and licensee working with Buyer should each check the appropriate box and sign below; "selling broker" means the broker working with Buyer).**

☐ **Transaction Broker Assisting Seller** - Seller and Buyer understand that _____ _____ (listing broker firm name) and its salespersons are assisting Seller as a transaction broker and are not acting on behalf of either Seller or Buyer in this transaction.

☐ **Transaction Broker Assisting Buyer** - Seller and Buyer understand that _____ _____ (selling broker firm name) and its salespersons are assisting Buyer as a transaction broker and are not acting on behalf of either Seller or Buyer in this transaction.

☐ **Seller's Agent/Subagent** - Seller and Buyer understand that _____ _____ (listing broker firm name) and its salespersons and (fill in only if a subagent is involved) _____ (selling broker firm name) and its salespersons are acting on behalf of Seller.

☐ **Buyer's Agent** - Seller and Buyer understand that _____ _____ (selling broker firm name) and its salespersons are acting on behalf of Buyer.

☒ **Dual Agent** - Seller and Buyer understand that Realty Executives of Joplin _____ (broker firm name) and its salespersons are acting on behalf both Seller and Buyer.

☐ **Designated Agents** - Seller and Buyer understand that although _____ _____ (listing broker firm name) is listing broker, acting on behalf of Seller through Tim Goostree (salesperson), _____ (salesperson) of the same firm has been designated to act on behalf of Buyer.

☐ **Designated Transaction Brokers** - Seller and Buyer understand that although _____ _____ (listing broker firm name) is listing broker, acting as a _____ assisting Seller, Tim Goostree (salesperson) of the same firm has been designated to act as a transaction broker assisting Seller, and Tim Goostree (salesperson) of the same firm has been designated to act as a transaction broker assisting Buyer.

Seller and Buyer acknowledge that (a) disclosure of the foregoing relationship(s), if required by rule or regulation, was communicated to them or their respective agents and/or transaction brokers no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationships, and

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(b) they have received a Missouri Real Estate Commission Broker Disclosure Form. Compensation to the broker(s) will be paid by Seller no later than closing.

By signing below, the salespersons confirm making disclosure of this brokerage relationship to the appropriate parties. (All lines below must be completed.)

Realty Executives of Joplin
Selling Broker's Firm Name

By Tim Goostree
Tim Goostree

Date: 11/21/2003

Realty Executives of Joplin
Listing Broker's Firm Name

By Tim Goostree
Tim Goostree

Date: 11/20/2003

24. **LEAD-BASED PAINT DISCLOSURE:** A Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (DSC-2000) ☐ IS ☒ IS NOT attached to this Contract and signed by Seller, Buyer and the listing broker or salesperson.

25. **DEADLINE FOR ACCEPTANCE:** Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully-executed copy to Buyer, on or before the earlier of (a) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn, or (b) _____, _____, at _____ .m.

26. **TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.**

27. **ADDITIONAL TERMS:**

Buyer to install a 60x90 cooler as deposit to remain in the building if Buyer defaults note. Buyer to furnish yearly paid tax and insurance receipts.

APPROVED AND ACCEPTED:

Buyer (for a corporation)

By John Washburn President
John Washburn Title

Buyer's mailing address:
27721 Thorn Road
Asbury, MO 64832

Telephone: _____

Attest:
_____

BUYER (for one or more individuals)

_____

Buyer Amigo Properties, Inc. (A Miss

_____

Buyer

S.S. or I.D. No. 010-79-4105

Date: _____

Seller hereby ☐ accepts
☐ rejects
☐ counter offers the foregoing offer set forth in this Contract on the terms specified herein
☐ A counter offer form which amends the terms of this Contract is attached and incorporated into this Contract.

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Reference *(e.g., Seller and Buyer)* _____

Seller's counter offer will automatically expire at _____ _____ .m. on _____ , _____ , if not accepted by Buyer or withdrawn by Seller before then.

Seller (for a corporation)

_____

By _____
Title

Gary L. Hall

Attest:

_____

Seller's mailing address:
P.O. Box 217
Galena, KS 66739

Telephone: (620)783-5473

SELLER (for one or more individuals)

_____

Seller Gary L Hall Rev Liv Trust

_____

Seller

S.S. or I.D. No. _____

Date: _____

Buyer accepts Seller's counter offer. BUYER'S INITIALS _____

The receipt of the earnest money deposit is acknowledged by the undersigned salesperson and will be delivered to _____ (Escrow Agent) for deposit in an escrow account.

_____ Date: _____
Salesperson

For Information Only--Not Parties To the Contract

Listing Broker/Agent Tim Goostree
Tim Goostree

Selling Broker/Agent Tim Goostree
Tim Goostree

Escrow Agent _____
n/a

Closing Agent _____

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Realty Executives of Joplin

2203 East 32nd Street
Joplin, MO 64804
Office: (417) 782-5551
Fax: (417) 782-0091

3232 Enterprise – Notes for Financing

- Purchase price of $1,000,000
- Owner to finance for 20 years prime rate plus 1% as posted in the Wall Street Journal January 1st of each year.
- Rate of 1% over prime with a maximum adjustable of 2% in each year (+) or (-).
- Maximum high cap of 9%, low cap of 5% over the loan.
- Interest rate of 5% shall be locked starting in the year January 1, 2004 through December 31st, 2005.
- There will be no prepayment penalty.
- First payment is due January 1, 2004.
- Buyer to install a 60x90 cooler as deposit for building. If Buyer shall default it shall remain part of the building.
- Possession upon contract execution.

REALTY EXECUTIVES

Realty Executives of Joplin
2203 E. 32nd Street
Joplin, MO 64804

LEGAL DESCRIPTION/FRANCHISE ADDENDUM

SELLER: Gary L. Hall

BUYER: Amigo Properties, Inc.

PROPERTY: 3232 Enterprise, Joplin

Please print all of the above

COMPLETE APPLICABLE PARAGRAPHS:

A. PROPERTY LEGAL DESCRIPTION:
See Attached Contract, Pg 1

B. FRANCHISE DISCLOSURE STATEMENT:

Realty Executives of Joplin is an independent franchise of Realty Executives International, Inc., and is solely responsible for its own debts and liabilities and Realty Executives International, Inc. is not responsible for the acts, liabilities, or debts of this broker.

Buyer Amigo Prop., Inc. Date 11/24/03

Buyer Date

Gary L. Hall
Gary L. Hall, CONTROLLER
Seller Date 12-06-02 SS#

Seller Date SS#

Page# _____

LEAD CONTAMINATED SOIL

Addendum to Seller's Disclosure Statement for Residential Property

Addendum to listing agreement no. 64782

28. Has your property been tested for lead or other contamination by the Missouri Department of Natural Resources or anyone else?

_____Yes _X_ No

A. If it was tested, was contamination found?

_____Yes _____No

B. If the answer to 28A is yes, what type and level of contamination was found? _____

C. If the answer to 28A is yes, was cleanup done?

_____Yes _____No

29. **Notice of disclosure, U.S. Dept. of Housing and Urban Development:**
If the home was built prior to 1978, it may contain lead-based paint.

To the best of my knowledge, this house was built :

_X_ prior to 1978 ___ after 1978 ___ unknown

Brokers are hereby authorized to distribute this information to potential Buyers for this property. To the extent of the Seller's knowledge as a property owner, the Seller acknowledges that the information contained above is true and accurate for those areas of the property listed.

Seller X GARY L HALL
BY: Kent Hall, CONTROLLER

Seller _____

Date X 12-06-03

The Buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The Buyer understands that there are areas of the property of which Seller has no knowledge and that this disclosure statement does not encompass those areas. The Buyer also acknowledges that he has read and received a signed copy of this statement from the Seller or the Seller's agent.

Buyer _____

Buyer _____

Date 11/21/03

~~SQUARE FOOTAGE ADDENDUM~~

CONTRACT ADDENDUM

The undersigned hereby agree that this addendum shall become a part of the real estate contract dated _____ between Gary L. Hall

known as Seller, and Amigo Properties, Inc.

known as Buyer, for Seller's property located at 3232 Enterprise, Joplin

Buyer acknowledges that any descriptions of acreage, lot size, room size, or square footage are approximations only, and are not intended as exact measurements. Buyer has the right to obtain a measurement by a competent professional or to measure the property.

Buyer is not relying on any statement or representation by Seller or Seller agent as to acreage, lot size, room size, square footage, or age of structure.

By their signature, Buyer and Seller hereby accept and agree to all the provisions of the real estate contract, as amended by this addendum, and acknowledge receipt of a copy hereof.

Signed by the Seller on X GARY L. HALL By: Kent Nau 12-06, 2002,
X a.m./____p.m.

Signed by the Buyer on Nov. 21, 2003,
____a.m./ 0 p.m.

John Mabell Pres.
Amigo Prop. Inc.

Approved by Joplin Board of REALTORS legal counsel for use by its members. (Oct., 1998)

Case 027-23: Site Plan Review

3232 Enterprise Avenue-Site Plan Review-A request to review a site plan for a parking lot addition-Specialty Foods Distribution, Inc.

Tony Doll, 3232 Enterprise Ave., Joplin, Missouri. Mr. Doll represented Specialty Foods and they requested a parking lot parallel to the business. This would allow 37 additional parking spaces and 2 handicapped parking spaces.

Mr. Kimble asked if there were any questions from the Commission on Case 027-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 027-23.

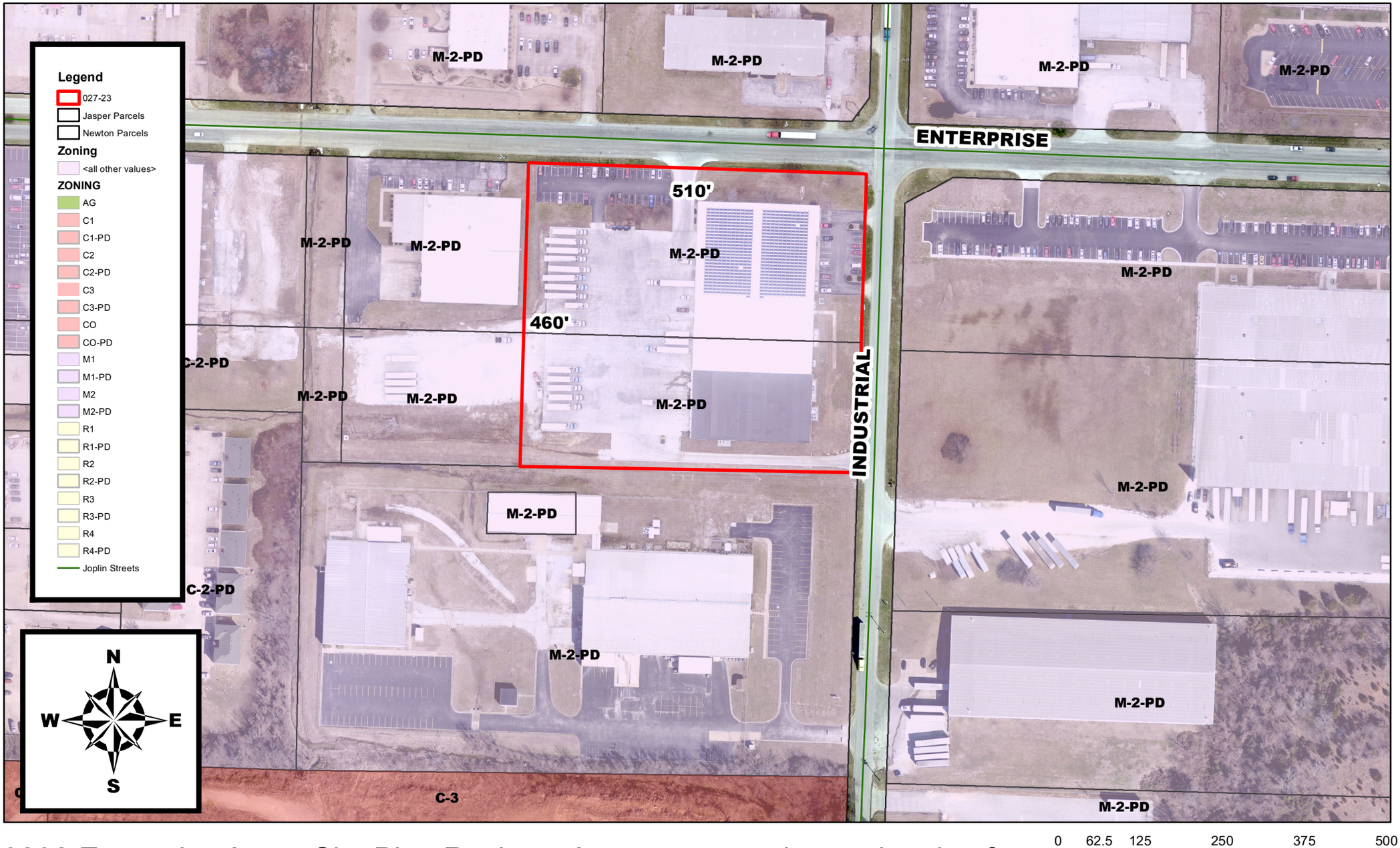
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 027-23.

There were none.

MR. JACKSON MOVED THAT CASE 027-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 027-23: Site Plan Review

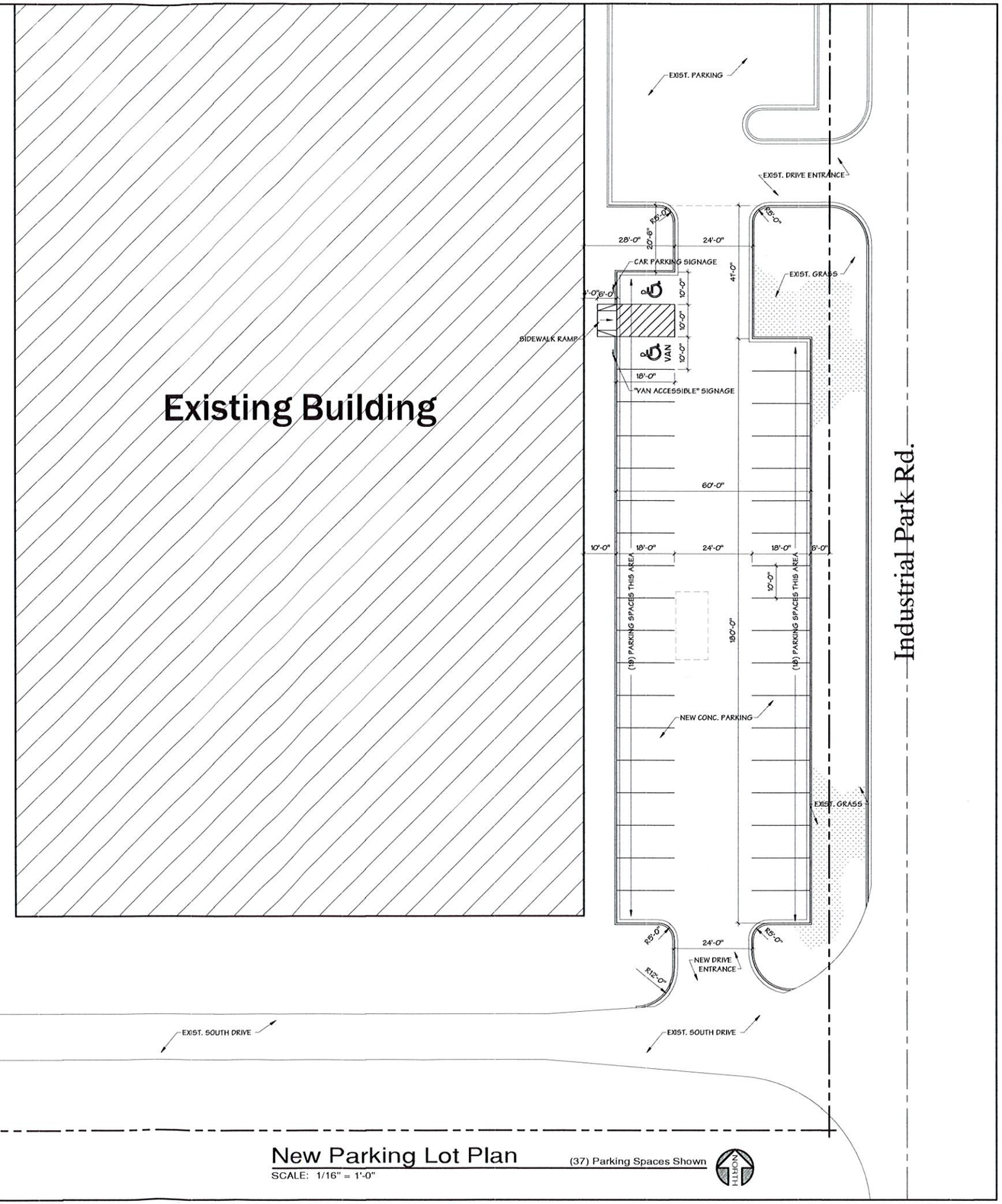


3232 Enterprise Ave. - Site Plan Review - A request to review a site plan for a parking lot addition - Specialty Foods Distribution, Inc.

Proposed Parking Lot Addition for:

Specialty Foods

3232 E. Enterprise Ave. Joplin, MO 64801



New Parking Lot Plan

SCALE: 1/16" = 1'-0"

(37) Parking Spaces Shown

NORTH

HUNTER & MILLARD ARCHITECTS, INC.

1501 S. Main Street
Joplin, MO 64804
(417) 624-8872
hunterandmillard.com

Missouri Certificate of Authority: A-2008008317

REVISIONS	BY

Proposed Parking Lot Addition for:

Specialty Foods

3232 E. Enterprise Ave.

Preliminary
04/12/2023

Drawn By
.....
Checked By
.....
Date
.....
Scale
1/16" = 1'-0"
Job Number
.....

Parking Plan

C1