JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JULY 17, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Tourism Venue Needs Assessment-Next Steps

      Documents:

      TOURISM VENUE ASSESSMENT DOCS 071723.PDF

   2. Joplin Area Chamber Of Commerce Quarterly Update

      Documents:

      ED REPORT TO CITY COUNCIL JULY 2023.PDF

   3. Industrial Park Land And Economic Development

      Documents:

      CROSSROADS INDUSTRIAL LAND AVAILABLE WITH MARKINGS (002).PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Kathy Martin Requested To Speak On Providing Update On Community Meetings Ask For Update On Mid Alley Lighting.

7. **Public Hearings**

8. **Consent Agenda**

1. Minutes Of The July 3, 2023, City Council Meeting

   Documents:

   JULY 3, 2023 MINUTES.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:

   CB2023-273.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:

   CB2023-274.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:

   CB2023-275.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:

   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

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:

CB2023-277.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:

CB2023-278.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:

CB2023-279.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:

CB2023-280.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:

CB2023-281.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:

CB2023-282.PDF

9. Resolutions

1. RESOLUTION NO. 2023-012
A RESOLUTION of the City of Joplin, Missouri, approving the final American Rescue Plan Act (ARPA) Spending Plan in order to comply with the federal grant regulations and established timeline for these funds awarded directly to the City.

Documents:

RESOLUTION 2023-012 SUMMARY APPROVING FINAL ARPA SPENDING PLAN.PDF
RESOLUTION 2023-012 APPROVING FINAL ARPA SPENDING PLAN.PDF
RESOLUTION 2023-012 EXHIBIT A ARPA SPENDING PLAN.PDF
RESOLUTION 2023-12 EXHIBIT B ARPA ALTERNATE SPENDING PLAN.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2023-137
AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning Company in the amount of Four Hundred Twenty-Eight Thousand One Hundred and Five and 00/100 Dollars ($428,105.00) for Construction & Installation services for the replacement of the Justice Center Modular Chiller; 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:

SUMMARY SHEET CB2023-137 JUSTICE CENTER CHILLER.PDF
CB2023-137 ORDINANCE JUSTICE CENTER CHILLER.PDF
CONTRACT CHILLER JUSTICE CENTER CB2023-137.PDF
BID SUMMARY CHILLER CB2023-137.PDF

2. COUNCIL BILL NO. 2023-358
AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of a lot

located at 912 S. Sergeant Ave. in the City of Joplin, Missouri, for Five Thousand dollars ($5,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 912 SERG (002).PDF
BID TAB 912 S. SERGEANT.PDF
PRESENTATION1 COUNCIL NILL 2023-358.PDF
CB 2023-358 912 SERG.PDF

3. COUNCIL BILL NO. 2023-359
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 326 N. Walnut Ave. in the City of Joplin, Missouri, for Four Thousand Eight Hundred Fifty dollars ($4,850.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 2023-359 WALNUT.PDF
BID TAB 326 N. WALNUT AVE..PDF
PRESENTATION1 326 WAL NUT COUNCIL PIC.PDF
CB 2023-359 326 WALNUT.PDF

4. COUNCIL BILL NO. 2023-514
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.

Documents:

CB 2023-514 SUMMARY BUDGET AMENDMENT.PDF
CB 2023-514 BUDGET AMENDMENT ORDINANCE FY2023.PDF
CB 2023-514 SCHEDULE A BUDGET AMENDMENT.PDF

5. COUNCIL BILL NO. 2023-605
AN ORDINANCE approving the issuance of a Purchase Order to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software, as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Council Bill No. 2022-534 on October 17, 2022; and containing an emergency clause.

Documents:

2023-605 MSEA SUMMARY SHEET.PDF
CB2023-605 MSEA COUNCIL BILL.PDF
2023MS_EA_RENEWAL.PDF

11. **Ordinances - First Reading**

    1. COUNCIL BILL NO. 2023-134
       AN ORDINANCE adopting the updated Airport Land Lease Rate Schedule for airport land accrued under Federal Aviation Administration (FAA) grant programs.

       Documents:

       GS2023-134 LEASE RATE SUMMARY.PDF
       CB2023-134 LEASE RATE ORDNANCE.PDF
       PROPOSED UPDATE LAND LEASE RATE HISTORY AND JUSTIFICATION.PDF
       EXHIBIT A- CB2023-134.PDF
       JLN - RATES AND CHARGES 06282023.PDF

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

    1. COUNCIL BILL NO. 2020-535
       AN ORDINANCE approving Redevelopment Project 1A of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

       Documents:

       CB2020-535.PDF

    2. COUNCIL BILL NO. 2020-536
       AN ORDINANCE approving Redevelopment Project 1B of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

       Documents:

       CB2020-536.PDF

13. **Unfinished Business**

    1. Ratification Of Joplin Sports Authority Bylaw Changes

       Documents:

       JSA BYLAWS COMBINED.PDF

14. **New Business**

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 13th day of July 2023 (RSMo 610.020)

TOURISM VENUE NEEDS ASSESSMENT - NEXT STEP

The Assessment Steering Committee that has been working with the consultants from CSL International. The committee comprises representation from the CVB Advisory Board, Joplin Sports Authority, Southwest Missouri Lodging Association, and Joplin Parks and Recreation. Included in this are the athletic directors from MSSU and JHS.

- Jim Cullumber and Josh Shackles, CVB/AB
- Jared Bruggeman, JSA
- Pete Hall, SWMOLA
- Rob Mallory, MSSU
- Matt Hiatt, JHS
- Paul Bloomberg, Parks
- Patrick Tuttle and Kerstin Landwer, CVB

FROM CSL'S FINDINGS:

- Four options for a multi-use venue are being presented as a path forward.
- In considering a multi-use venue for Joplin, the long-term ability for diverse programming tops the critical factors for venue sustainability.
- The intent would be for a collaborative effort by Joplin Parks & Rec, Joplin Sports Authority, and the Convention and Visitors Bureau to be the primary agencies responsible for booking the venue.
- Additional information is provided by the JSA and CVB listing potential clients who could be attracted to a Joplin multi-use venue.

VERSATILE MULTI-USE VENUE

- Multi-use venue with hardwood for court sports on one side.
- Turf design on the opposite.
- Both turf and hardwoods would be removable to allow for flat-use space for various uses, including trade shows, events and meetings, and related community activities.
- Snack bar, pro shop, party rooms, team rooms, staff offices, and storage would make up the center portion of the venue.
- The challenge is building a venue that is not merely catching up but one that places Joplin in the lead.

The Steering Committee seeks permission from City Council to advance this project by developing a funding plan.

BUILDING PROGRAM: Overview

CONFIDENTIAL DRAFT
For Discussion Purposes Only

The following pages detail four building program scenarios for a potential Joplin Event Center, which are based on the comprehensive market analysis conducted as part of CSL's Feasibility Study. Preliminary capital cost estimates for each scenario are also presented. We begin with the identified optimal building program below, followed by three less costly scenarios with more limited amenities and square footage needs. It should be noted that more limited programs will result in material decreases in attendance, room night, and economic impact relative to Option A (the optimal program).

OPTION A:
MULTIPURPOSE SPORTS AND EVENT CENTER

$45.5 million
preliminary capital cost estimate*

- **PRIMARY BUILDING PROGRAM ELEMENTS:**
  - Flexible, tournament-quality indoor court complex.
  - Six (6) hardwood basketball courts (95' x 50' alleys) or 12 full-sized volleyball courts (60' x 30' alleys).
    - Four (4) courts of these courts convertible to approximately 35,800 SF of flat floor event space.
  - One (1) regulation-size indoor, synthetic turf field (200' x 85').
  - Multipurpose conference/event space:
    - 10,000 SF carpeted, upscale ballroom with 25' ceiling.
    - 4,000 SF sub-divisible breakout meeting space.
    - Level of finish (wall treatment, floor covering, lighting, etc.) that is characteristic of three or four-star hotels.
    - Full-service kitchen.
  - 130,000 GSF building footprint.
  - Approximately 750 parking spaces.

- **CHARACTERISTICS/AMENITIES:**
  - Minimum 35-foot ceiling height.
  - Dropdown nets to separate court spaces (including ability to net individual batting/training cages/spaces).
  - Bleachers, athletic equipment, scoreboard, and other such in-house assets.
  - Four (4) Locker/team rooms and party rooms consistent with industry standards.
  - Walking track (second-story).
  - Pro shop with sports equipment and apparel.
  - Fitness/weightlifting area.
  - Health and wellness offices (possibly a health or fitness provider tenant).
  - Play area and/or climbing wall.
  - Food court/café.
  - Performance and esports spaces.

* - includes site and soft costs, as well as 10 percent contingency.

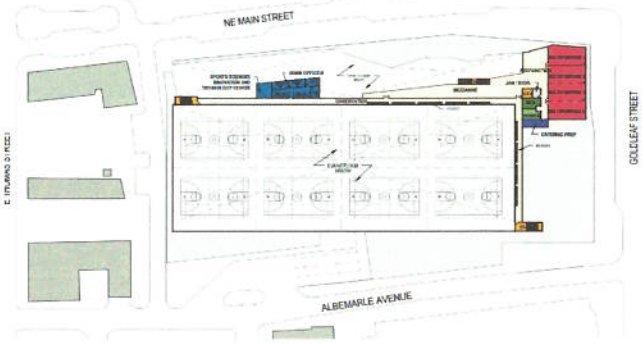
A Rocky Mount Event Center

Rocky Mount, NC

165,000 square feet
(8 basketball courts + 15,000 sf family entertainment center)







BUILDING PROGRAM: Overview

CONFIDENTIAL DRAFT
For Discussion Purposes Only

OPTION B:
INDOOR SPORTS CENTER

$40.3 million
preliminary capital cost estimate*

- **PRIMARY BUILDING PROGRAM ELEMENTS:**
  - Flexible, tournament-quality indoor court complex.
  - Six (6) hardwood basketball courts (95' x 50' alleys) or 12 full-sized volleyball courts (60' x 30' alleys).
  - One (1) regulation-size indoor, synthetic turf field (200' x 85').
  - 130,000 GSF building footprint.
  - Approximately 750 parking spaces.

- **CHARACTERISTICS/AMENITIES:**
  - Minimum 35-foot ceiling height.
  - Dropdown nets to separate court spaces (including ability to net individual batting/training cages/spaces).
  - Bleachers, athletic equipment, scoreboard, and other such in-house assets.
  - Four (4) Locker/team rooms and party rooms consistent with industry standards.
  - Walking track (second-story).
  - Pro shop with sports equipment and apparel.
  - Fitness/weightlifting area.
  - Health and wellness offices (possibly a health or fitness provider tenant).
  - Play area and/or climbing wall.
  - Food court/café.
  - Performance and esports spaces.

* - includes site and soft costs, as well as 10 percent contingency.

B Cape Girardeau SportsPlex

Cape Girardeau, MO

121,000 square feet
(6 full-sized basketball courts and 2 full-sized indoor soccer fields)





BUILDING PROGRAM: Overview

CONFIDENTIAL DRAFT
For Discussion Purposes Only

OPTION C:
INDOOR SPORTS CENTER (NO INDOOR TURF FIELD, LESS AMENITIES)

$28.3 million
preliminary capital cost estimate*

- **PRIMARY BUILDING PROGRAM ELEMENTS:**
  - Flexible, tournament-quality indoor court complex.
  - Six (6) hardwood basketball courts (95' x 50' alleys) or 12 full-sized volleyball courts (60' x 30' alleys).
  - 100,000 GSF building footprint.
  - Approximately 500 parking spaces.

- **CHARACTERISTICS/AMENITIES:**
  - Minimum 35-foot ceiling height.
  - Dropdown nets to separate court spaces (including ability to net individual batting/training cages/spaces).
  - Bleachers, athletic equipment, scoreboard, and other such in-house assets.
  - Four (4) Locker/team rooms and party rooms consistent with industry standards.
  - Pro shop with sports equipment and apparel.
  - Food court/café.

* - includes site and soft costs, as well as 10 percent contingency.

C

SportONE/Parkview Fieldhouse

Fort Wayne, Indiana

80,000 square feet
(6 full-sized basketball courts and small indoor turf training area)







BUILDING PROGRAM: Overview

CONFIDENTIAL DRAFT
For Discussion Purposes Only

OPTION D:
INDOOR SPORTS CENTER (ONLY 4 COURTS, LESS AMENITIES)

$19.8 million
preliminary capital cost estimate*

- **PRIMARY BUILDING PROGRAM ELEMENTS:**
  - Flexible, tournament-quality indoor court complex.
  - Four (4) hardwood basketball courts (95' x 50' alleys) or 12 full-sized volleyball courts (60' x 30' alleys).
  - 70,000 GSF building footprint.
  - Approximately 300 parking spaces.

- **CHARACTERISTICS/AMENITIES:**
  - Minimum 35-foot ceiling height.
  - Dropdown nets to separate court spaces (including ability to net individual batting/training cages/spaces).
  - Bleachers, athletic equipment, scoreboard, and other such in-house assets.
  - Four (4) Locker/team rooms and party rooms consistent with industry standards.
  - Pro shop with sports equipment and apparel.
  - Food court/café.

* - includes site and soft costs, as well as 10 percent contingency.

D

GameOn Sports Center

Cedar Rapids, Iowa

40,000 square feet
(4 full-sized basketball courts, limited onsite amenities)





	A		B		C		D	
Footprint	**130,000**		**130,000**		**100,000**		**70,000**	
	$ 45,500,000		**$ 40,300,000**		**$ 28,300,000**		**$ 19,800,000**	
Courts	45,000	34.6%	45,000	34.6%	45,000	45.0%	30,000	42.9%
Turf Field	20,000	15.4%	20,000	15.4%		0.0%		0.0%
Ballroom	10,000	7.7%		0.0%		0.0%		0.0%
Breakout Mtg Rooms	4,000	3.1%		0.0%		0.0%		0.0%
Kitchen	1,500	1.2%		0.0%		0.0%		0.0%
Locker Rooms	4,000	3.1%	4,000	3.1%	3,000	3.0%	2,000	2.9%
Team/Party Rooms	3,000	2.3%	6,400	4.9%	4,800	4.8%	3,200	4.6%
Pro Shop	1,000	0.8%	1,000	0.8%	1,000	1.0%	1,000	1.4%
Fitness Area	4,000	3.1%	4,000	3.1%		0.0%		0.0%
Health/Wellness Offices	1,000	0.8%	1,000	0.8%		0.0%		0.0%
Play Area	2,500	1.9%	2,500	1.9%		0.0%		0.0%
Food Court/Café	5,000	3.8%	5,000	3.8%	5,000	5.0%	4,000	5.7%
Performance/Esports Space	1,500	1.2%	1,500	1.2%		0.0%		0.0%
Storage/Back of House	15,000	11.5%	12,000	9.2%	10,000	10.0%	7,500	10.7%
Mechanical	1,500	1.2%	1,500	1.2%	1,500	1.5%	1,500	2.1%
Public (Restrooms, Lobby, Hallways, etc...)	11,000		26,100		29,700		20,800	
Parking	750		750		500		300	
Cost Per Sq Ft-Footprint	**$ 350.00**		**$ 310.00**		**$ 283.00**		**$ 282.86**	

PARKS AND RECREATION

Additional INDOOR programming Parks and Recreation could consider adding to the annual calendar.

- Flag Football, Dodgeball, Wiffleball, Kickball, Winter Camp & Clinics, Boxing, Kickboxing, and Zumba.
- Room Rentals for birthday parties, public meetings, team meetings and clinics, and private events.

SPORTS AND RECREATION

From programming Amateur Sports, Joplin Sports Authority could target the following organizations to bring their indoor events to Joplin. Several already bring in summer events.

- Great American Conference
- Great Lakes Valley Conference
- MidAmerica Intercollegiate Athletics Association
- National Junior College Athletics Association
- National Christian College Athletics Association
- Missouri State High School Athletics Association
- Missouri Christian Schools Athletics Association
- National Association of Intercollegiate Athletics
- Kansas Collegiate Athletic Conference
- Amateur Athletic Union
- Junior Olympics
- Heart of America Athletic Conference
- American Midwest Conference
- Conference Commissioners Association
- Kaymax Sports
- TJ Britton Group

Sporting Events in a multi-use venue should first be geared to the traditional indoor events of Basketball, Volleyball, Soccer, and Wrestling.

Below is a list of events that should be factored in as a venue is being designed:

- Archery
- Gymnastics
- Cheer and Dance
- Weightlifting
- ESports
- Crossfit
- Inline Hockey
- Roller Derby
- Badminton
- Ax and Knife Throwing
- Golf Simulator
- Indoor Cricket
- Futsal
- Table Tennis
- Air Hockey
- Billiards
- Darts
- Game Board Tournaments
- BMX

EVENT AND CONVENTION VENUE

First and foremost, the barometer of what would be an ideal meeting space should consider a footprint adequate to bring the Joplin Chamber of Commerce Business Expo back to Joplin (Missouri).

From a meeting planner's aspect, having removable turf and/or hardwood floors would provide open floor space, making the venue attractive to trade shows and conventions where exhibition space is required.

The following list is of organizations that once frequented Joplin for their meetings and events but can no longer be housed here, or more recently, they have turned Joplin down due to inadequate venue space could be considered again.

2016 National League of Cities Board and Policy Summer Meeting

2020-2024 MSHSAA Speech, Debate, and Theater State Competition

2021 ICBDA Competition

2017 Missouri Recycling Association

Missouri Republican Party 2016 GOP State Convention

Missouri Parks & Recreation

2016 Regional Soroptimist Meeting

2016 Missouri Association of Community Action

2016 Regional NAI Workshop

Heart of American Single Square Dancers Association

Missouri Association of CVBs

Missouri Governors Conference on Tourism

MO Bank Travel

Missouri Chamber of Commerce

Missouri Trucking Association – MO Truck Driving Champions

National Fireworks Association

Missouri Baptist Convention

National Association of Healthcare Assistance

Missouri Association of Osteopathic Physicians & Surgeons

Missouri Society of Professional Surveyors

Association of Missouri Electric Cooperatives Conference

Missouri Alliance for Arts Education

Shell Rotella Truck Show

2019 International Juggler's Association 2024 International Conference

Missouri National Guard Post-Deployment-Yellow Ribbon Event

Summerfest annual Christian weeklong camp

Cat Fancier show

Tri-State Kennel Club annual show

Hot Tub and pool show 2023

Rhea Lana resale event

HBA Annual Home Show

Nexstar dance competition

2018 – 2020 State Indoor Games

Most Worshipful Prince Hall Grand Lodge of Missouri

Council of Administrators of Special Education, Inc.

Missouri Creative Adventures Affiliate Finals

National League of Cities 2016 Board and Policy Summer Meeting

MO Association for Community Action

Tanglefooters Round Dance Club

Wedding Expos

Missouri Realtors

A COMPARISON

Cape Girardeau SportsPlex History

The Cape SportsPlex was established after a venue review committee recommended the venue as their top choice for economic development using the Restaurant Tax collected to help support growth in recreation, sports, and tourism-related activities in the region.

The venue, proposed by Midamerica Corp. and their partners, went through a competitive RFP process which received endorsement by the Cape Girardeau City Council in September of 2015. The Design/Build aspect of the building was led by Penzel Construction out of Jackson, Missouri. The 10+ acres for the building and surrounding parking donated by Midamerica Corp. is located at the juncture of Interstate 55 and State Highway 61 between the City of Cape Girardeau and the County Seat of Jackson, Missouri.

The community celebrated the venue opening on May 6, 2017. The Cape Girardeau SportsPlex draws sporting and tournament business from a five-state region; Missouri, Arkansas, Illinois, Kentucky, and Tennessee – all within a 200+ mile radius of southeast Missouri. This area is considered a regional hub for business, medical, education, and recreational opportunities.

Venue Amenities

- Two regulation indoor turf fields (regulation indoor soccer)
- Turf fields are full enclosed by netting for a multipurpose space for baseball, football, soccer, and softball
- Drop-down batting cages
- Six high school regulation hardwood basketball courts
- 12 regulation hardwood volleyball courts
- Spectator seating areas available on turf and court sides of the venue
- Great for a multitude of events and activities such as cheer and dance competitions, martial arts, marching band events, gymnastics, and more!
- Full-service food and beverage capabilities
- Multi-use space for team meetings, coach's clinics, team parties and more!



Joplin Area Chamber of Commerce / MOKAN
Economic Development Quarterly Update
July 2023

TECONOMY STRATEGIC PLAN

- A team of 3 representatives from TEConomy spent 3 full days in Joplin April 3-5
    - Meetings were conducted with Mercy, Freeman, KCU, MSSU, Crowder, City Staff and other community members
    - Virtual meetings with additional community stakeholders took place after the meeting and are ongoing

- Since their time in Joplin the consultants have been collecting data and compiling the information gathered from their interviews and putting together a workable draft
    - The steering committee will meet with TEConomy on July 26 to go over that initial plan

BUSINESS ATTRACTION

8 RFI's received
2 RFI's submitted within MOKAN region
2 RFI's submitted within city of Joplin

Project Ozark

- Agricultural focused chemical manufacturer
- 25 to 30 jobs ($26/hr avg)
- 25,000 sq ft facility
- $50 capital investment
- 25 to 50 acres
- Rail required
- Submitted Wildwood Ranch site in Joplin

Project Margarita

- Data Center
- 40 acre site
- No other information was provided. Due to the substantial electric power needed we did not submit, however reps with the Missouri Partnership came back after the submission deadline and inquired about several locations in the Joplin area. Following an exploration of various sites we did submit Crossroads and Wildwood sites in Joplin

ATTRACTION TRIPS

No trips have occurred in Q2. The next site selection consultant engagement trip is August 11.

- I-70 Baseball Series (Cardinals vs Royals)
- Kansas City
- Sponsored by the Missouri Partnership
- MOKAN Director Jake Heisten will attend

EXPANSION & RETENTION

BRE Visits = 5

- Jasper Products, Don's Cold Storage, MAPP Technologies, Refresco and Missouri Walnut

We are currently working with one local company on how to apply for **Foreign Trade Zone** status

- A Foreign Trade Zone is a designated location in the US where companies can use special customs procedures that allow delayed or reduced duty payments on foreign merchandise
- In the SW MO area there are currently 3 companies that have FTZ status
    - 2 in Neosho and 1 in Carthage
    - No companies in Springfield or Joplin

We are currently working with a local company on the possibility of having them included in a **HUB Zone**.

- HUB Zones allow small businesses located in distressed areas (Historically Underutilized Business Zones) to gain preferential access to federal procurement opportunities
- HUB Zones are based on census tract boundaries and there are already designated HUB Zones within Joplin
- The company in question is located approximately 3 blocks outside an existing Zone boundary and are hoping to be included within the zone based on proximity
    - We are currently exploring the process

The Chamber hosted an International Trade Seminar on April 20

- The purpose of event was to highlight the resources available to assist with international exporting so that more local companies are aware of opportunities to expand their business
- Presenters included the MO Dept of Economic Development, the Small Business Development Center and the US Commercial Services
- There were 12 area businesses in attendance

CROSSROADS BUSINESS PARK

- An 11-acre tract was sold for the development of a truck washing station

- There is a pending closing on a 25-acre parcel
    - As of this report, the closing is scheduled to take place within the next week
    - Once this property is officially sold there will be 2 remaining tracts of approximately 50 acres and four parcels at or below 12 acres

- The Road Ranger Travel Plaza officially opened May 9

MARKETING

Choose Joplin Website

- Visits to page
    - Q1 = 1,379
    - Q2 = 1,672
- Origin of Visits
    - 44% direct entry
    - 33% social media link
    - 15% search result
    - 4% link from email or another website
    - 1% paid digital ad

MISCELLANEOUS

- Jake and Travis attended the Hawthorn Foundation Q2 Board Meeting May 23 in Cape Girardeau. We heard a presentation from the Governor along with updates from Hawthorn regarding projects, initiatives and progress reports happening state-wide.

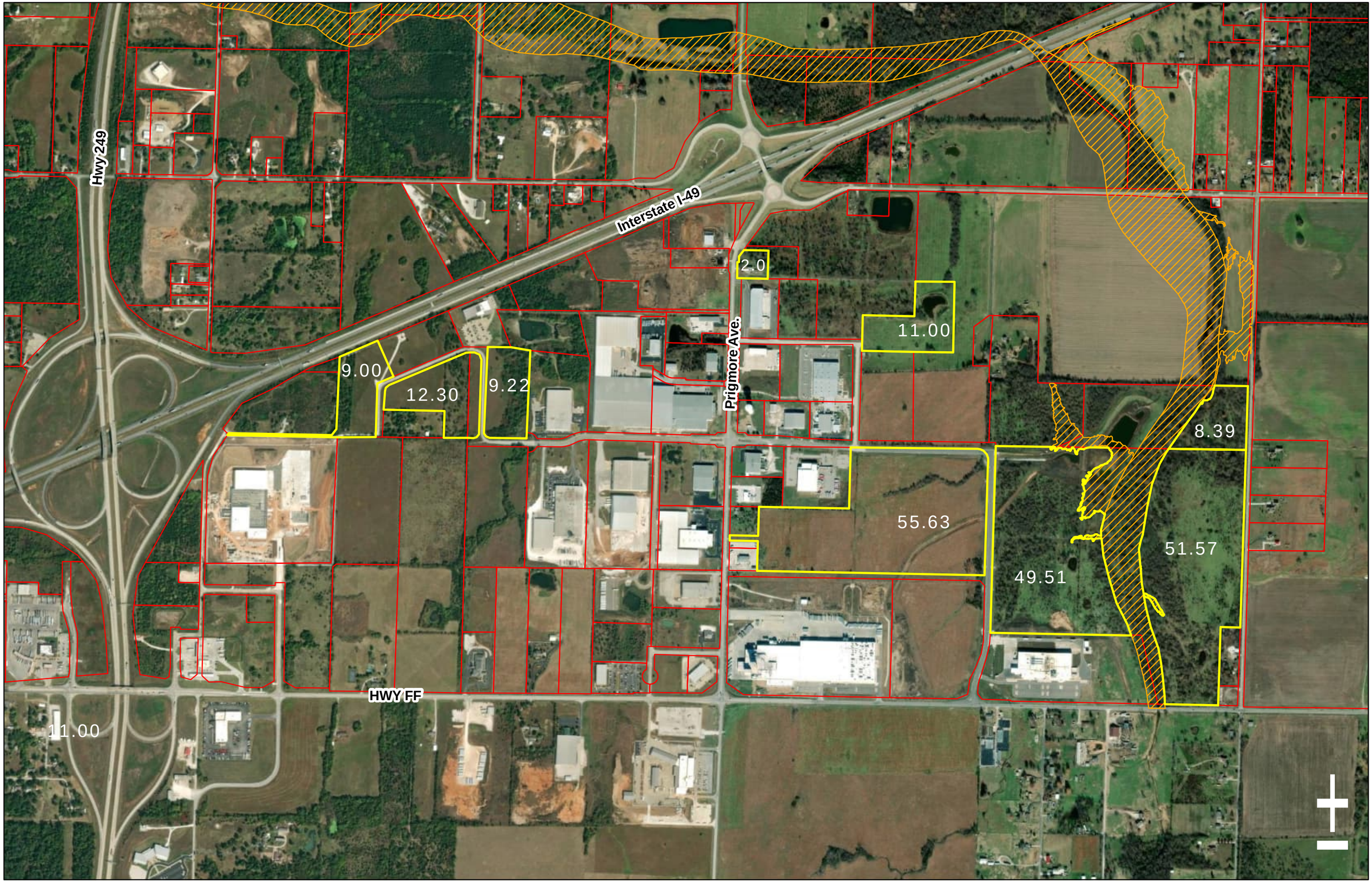
- MOKAN hosted the leadership of the Hawthorn Foundation (Becky Willard) and the Missouri Partnership (Subash Alias) in Joplin on June 5. They met with the MOKAN Board of Directors and gave an overview similar to the one Jake and Travis heard at the event in Cape Girardeau. Board members were able to ask questions about the attraction efforts at the state level and better understand the process of economic development.

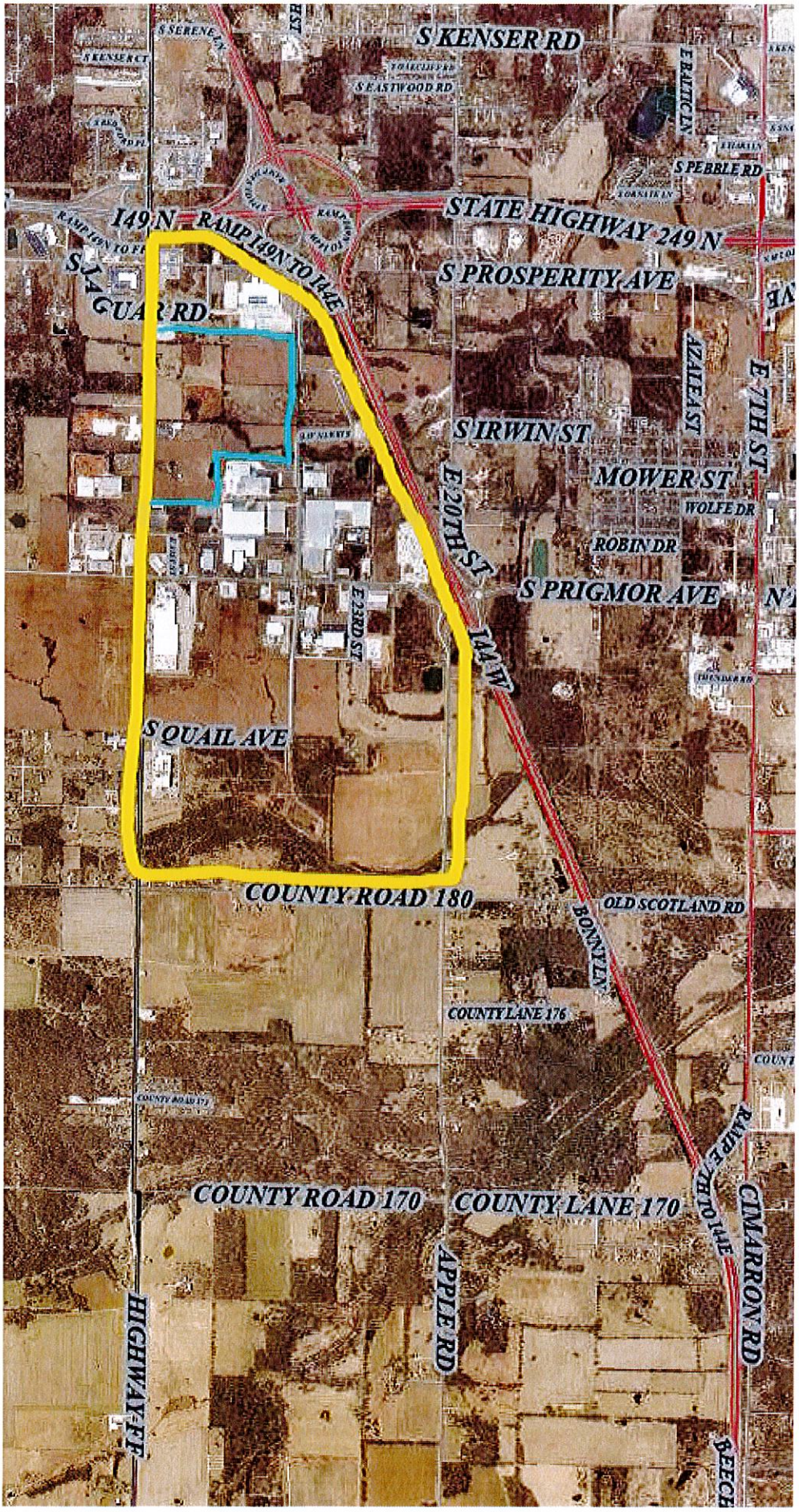
- Jake and Travis attended the annual conference hosted by the MO Economic Development Council June 13-15 held at Lake of the Ozarks. There we learned about

new trends in the industry as well as had the opportunity to network and engage with state project managers and Hawthorn Foundation and Missouri Partnership representatives.

- The Chamber is in talks with Crowder College to purchase the Advanced Training & Technology Center (ATTC) that is located immediately to the east of the Chamber office. Crowder College has been a tenant of the building occupying nearly 80% of the space for the past 5 years.

- MOKAN is in the process of determining next steps regarding replacing Amy Kaufman who served as the Workforce Development Coordinator. We are consulting with the MOKAN Board whether or not this position needs to be a marketing or workforce role.


Hwy 249
Interstate I-49
Prigmore Ave.
HWY FF
2.0
11.00
9.00
12.30
9.22
8.39
55.63
51.57
49.51
11.00


S KENSER RD
S EASTWOOD RD
E BALTICLN
S PEBBLE RD
I49 N RAMP I49N TO I44E
STATE HIGHWAY 249 N
S PROSPERITY AVE
S JAGUAR RD
AZALEAST
E 7TH ST
S IRWIN ST
MOWER ST
WOLFE DR
ROBIN DR
E 210TH ST
S PRIGMOR AVE
E 23RD ST
I44 W
S QUAIL AVE
COUNTY ROAD 180
OLD SCOTLAND RD
BONNYLN
COUNTY LANE 176
RAMP E TO I44E
CIMARRON RD
COUNTY ROAD 170
COUNTY LANE 170
APPLE RD
HIGHWAY FF

JOPLIN CITY COUNCIL
JULY 3, 2023
MEETING MINUTES

CALL TO ORDER

The July 3, 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 Mr. Phil Stinnett.

ROLL CALL

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

Absent: Josh DeTar

Motion by Mr. Cortez, second by Ms. Spencer to excuse the absence of Josh DeTar. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Joplin Parks and Recreation has partnered with Missouri Southern State University again this year to host Joplin's Independence Day Celebration tomorrow, July 4 at Fred G. Hughes Stadium on Missouri Southern's campus.

This family event will feature live music by The Mixtapes, food trucks, and fireworks. The Schedule includes

- 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 fireworks show will be set to music, and spectators can tune in at 88.7 KXMS, to enjoy this. Guests are welcome to sit on the west side of the stadium, or they may bring lawn chairs and/or blankets for lounging in the grassy area on the west side of the field.

The stadium's north end zone and east side will be closed to the public for safety purposes. There is no fee for admission to this family fun event; all ages are welcome.

Plenty of parking is also available throughout the campus. A map of the campus is posted along with other information at https://www.mssu.edu/independenceday

As Independence Day, July 4, approaches, citizens should keep safety in mind as they handle fireworks to avoid any problems. Important dates to remember:

•Fireworks may only be sold within the Joplin City limits through July 4th.
•They may be discharged from 12 Noon to 11 p.m., July 1 through the 4th.

The City also encourages residents to clean up their shoot sites to eliminate debris and trash in the city. Fireworks should be cooled before they are disposed of. To help ensure items are extinguished, remaining fireworks barrels can be sprayed with water or dunked in a bucket before disposing of them.

We wish everyone a Happy and Safe Independence Day!

City offices will be closed tomorrow, July 4.

All City services will resume their regularly scheduled hours on Wednesday, the 5th. Please note that residential trash service will not run on July 4th, and service will move to the next day so Tuesday customers will have service on Wednesday and so on through the week using Saturday as Friday's customer pick-up day.

For more information about these announcements or other items related to the City, please visit the City's website or Joplin's Facebook page. If wanting to review tonight's announcements, they can be found on our website at www.joplinmo.org/PIOnews

CITIZEN REQUESTS AND PETITIONS

Mary Price spoke on fiscal accountability and sunshine requests.

Lance Hoopai spoke on new resident's perspective of Joplin.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-273

Mayor Lawson opened the Public Hearing.

Jeff Neal spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-273

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Ms. Spencer that Council Bill No. 2023-273 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Bill was read as Council Bill No. 2023-273.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-274

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-274

Mr. Cortez introduced 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. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-274 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Bill was read as Council Bill No. 2023-274.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-275

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-275

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2023-275 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Bill was read as Council Bill No. 2023-275.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-276
Mayor Lawson opened the Public Hearing.

John Volte spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-276
Ms. Spencer introduced 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. Motion by Ms. Spencer, second by Dr. Farnham that Council Bill No. 2023-276 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Bill was read as Council Bill No. 2023-276.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-277
Mayor Lawson opened the Public Hearing.

John Volte spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-277
Mr. Copple introduced 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. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2023-277 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Bill was read as Council Bill No. 2023-277.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-278
Mayor Lawson opened the Public Hearing.

David Smith spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-278

Mr. Shaw introduced 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. Motion by Mr. Shaw, second by Mr. Copple that Council Bill No. 2023-278 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Bill was read as Council Bill No. 2023-278.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-279

Mayor Lawson opened the Public Hearing.

David Smith spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-279

Mr. Copple introduced 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. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2023-279 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Bill was read as Council Bill No. 2023-279.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-280

Mayor Lawson opened the Public Hearing.

Bobby Thomas spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-280

Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2023-280 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Bill was read as Council Bill No. 2023-280.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-281
Mayor Lawson opened the Public Hearing.

Carly Shore spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-281
Dr. Farnham introduced 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. Motion by Dr. Farnham, second by Ms. Spencer that Council Bill No. 2023-281 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Bill was read as Council Bill No. 2023-281.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-282
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-282
Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2023-282 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Bill was read as Council Bill No. 2023-282.

CONSENT AGENDA
Motion by Mr. Cortez, second by Mr. Copple to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1.

Minutes of the June 5, 2023, Special City Council meeting

Minutes of the June 20, 2023, City Council meeting

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. **Ordinance No. 2023-087.**

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. **Ordinance No. 2023-088.**

RESOLUTIONS

RESOLUTION NO. 2023-011

Mr. Cortez introduced 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. Motion by Mr. Cortez, second by Mr. Copple that Resolution No. 2023-011 be passed. Voting in favor were Council Members: Copple, Cortez, Lawson, Shaw, and Williams, 5. Nays: Farnham, Spencer, Stinnett, 3. Absent: DeTar, 1.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-131

Mr. Copple introduced 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; 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. Motion by Mr. Copple, second by Mr. Shaw that Council Bill No. 2023-131 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: DeTar, Spencer 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-089**.

COUNCIL BILL NO. 2023-132

Dr. Farnham introduced 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); 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. Motion by Dr. Farnham, second by Mr. Shaw that Council Bill No. 2023-132 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-090.**

COUNCIL BILL NO. 2023-357

Mr. Copple introduced 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. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2023-357 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-091.**

COUNCIL BILL NO. 2023-451

Mr. Copple introduced 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. Motion by Mr. Copple, second by Ms. Spencer that Council Bill No. 2023-451 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-092.**

COUNCIL BILL NO. 2023-513

Mr. Cortez introduced 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. Motion by Mr. Cortez, second by Mr. Shaw that Council Bill No. 2023-513 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-093.**

ORDINANCES – FIRST READING
SECOND AND THIRD READING
UNFINISHED BUSINESS

NEW BUSINESS

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. Motion by Mr. Cortez, second by Ms. Williams to approve the site plan. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1.

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. Motion by Mr. Copple, second by Mr. Cortez to approve the site plan. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1.

Ratification of Joplin Sports Authority Bylaw Changes. Motion by Mr. Copple, second by Ms. Spencer to table the bylaws. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1.

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. Motion by Mr. Shaw, second by Mr. Cortez to go into closed session. Voting in favor were Council Members: Copple, Cortez, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: 0. Absent: DeTar, 1.

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

Respectfully,

Holly Nagy, City Clerk, MRCC

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

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)

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 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

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)

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.

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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

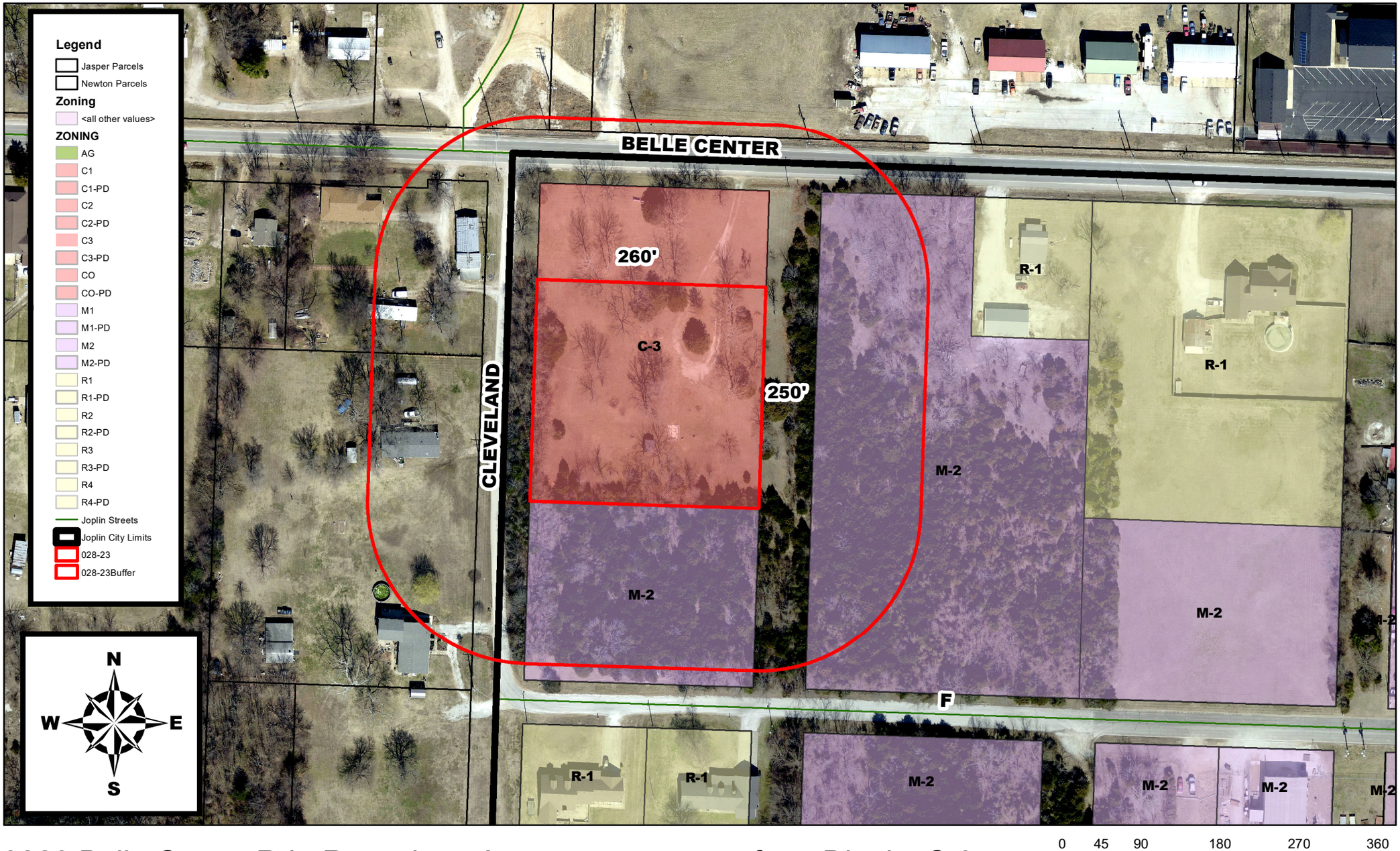
N

- 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

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

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)

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.

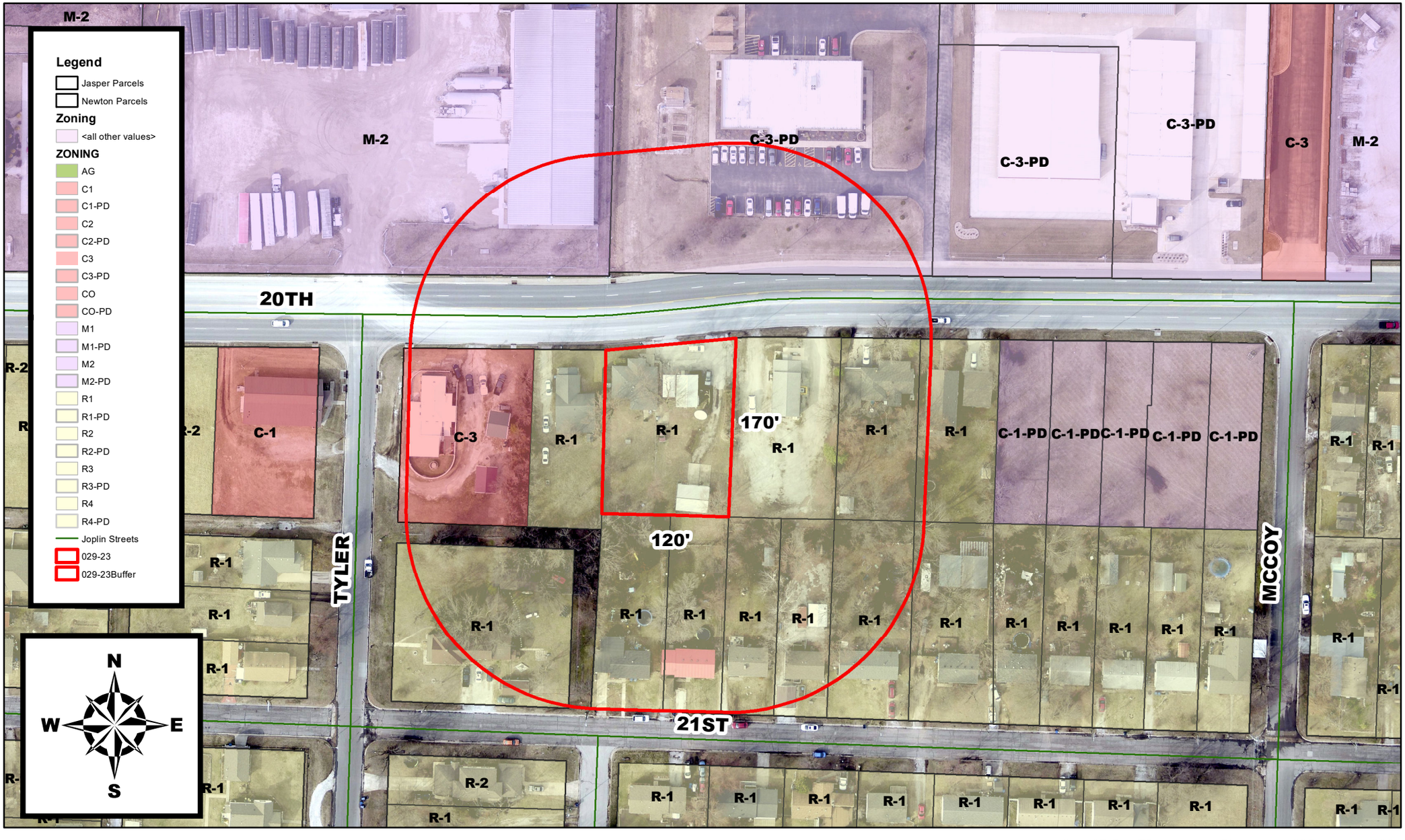
Here you go:

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

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

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)

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.

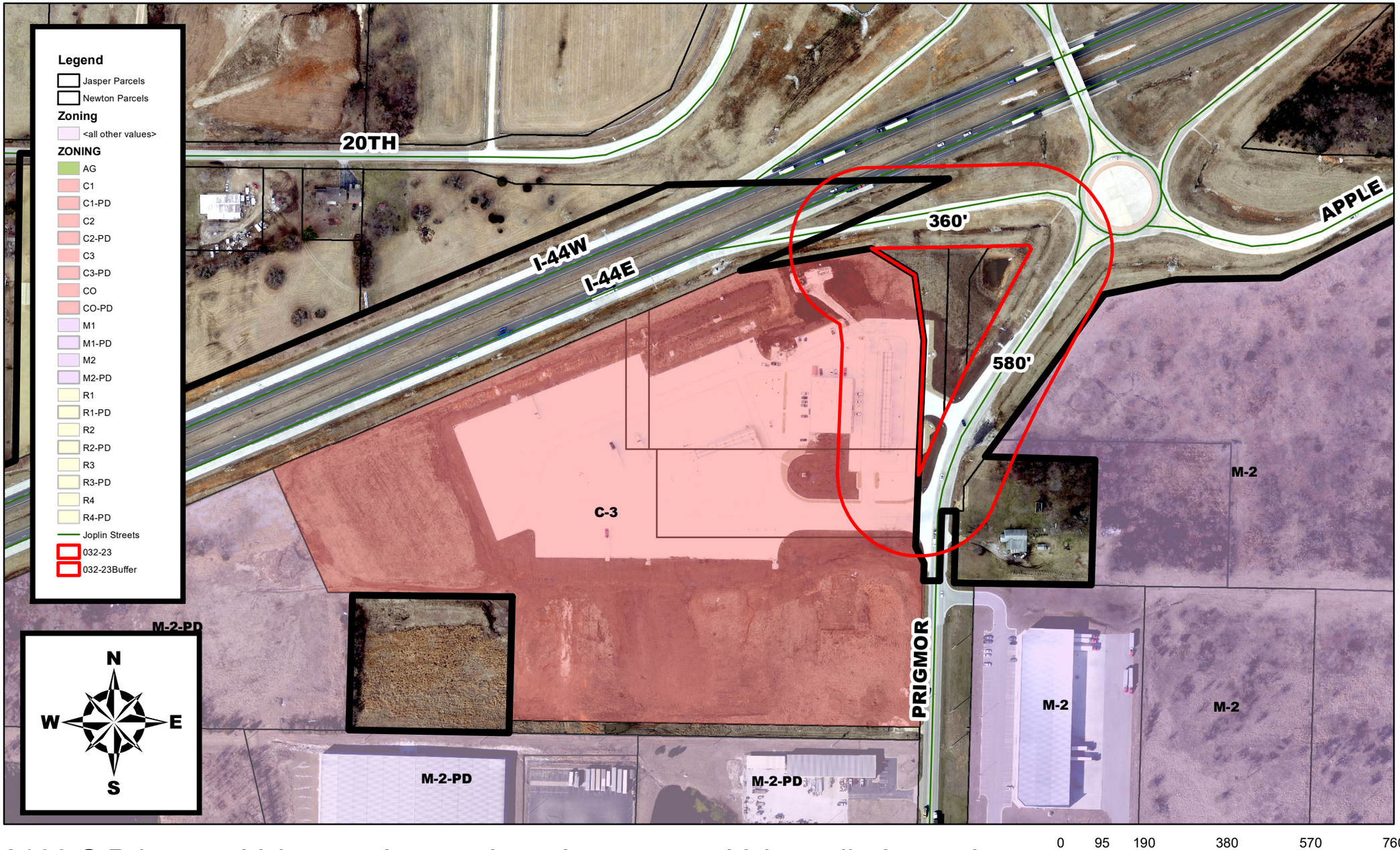
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

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 - 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

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)

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.

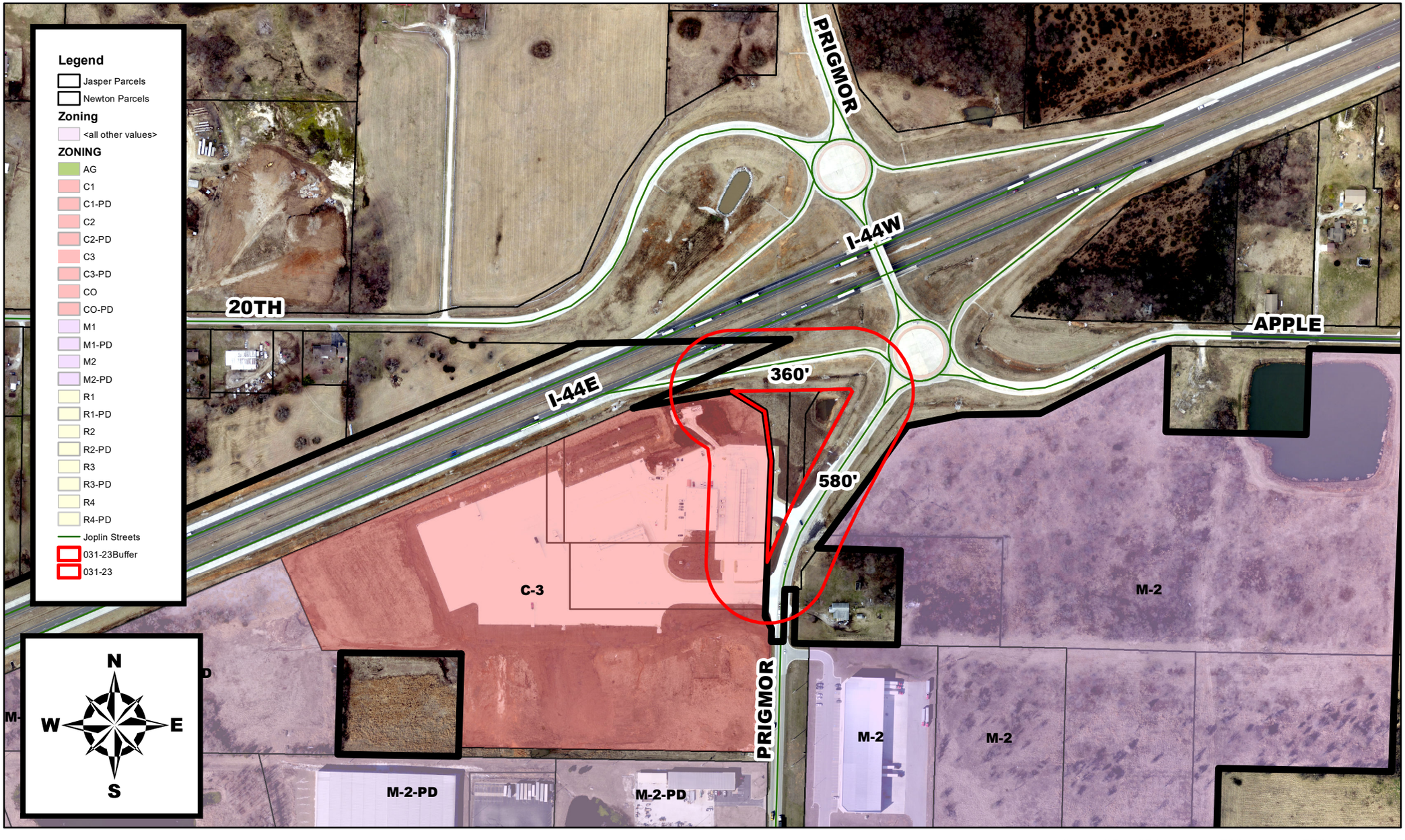
Submission of Documents: The following documents are **required** at time of submission.

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

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

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)

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:

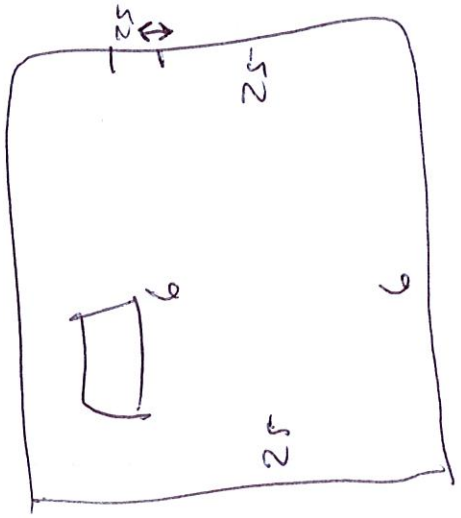
1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format 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)

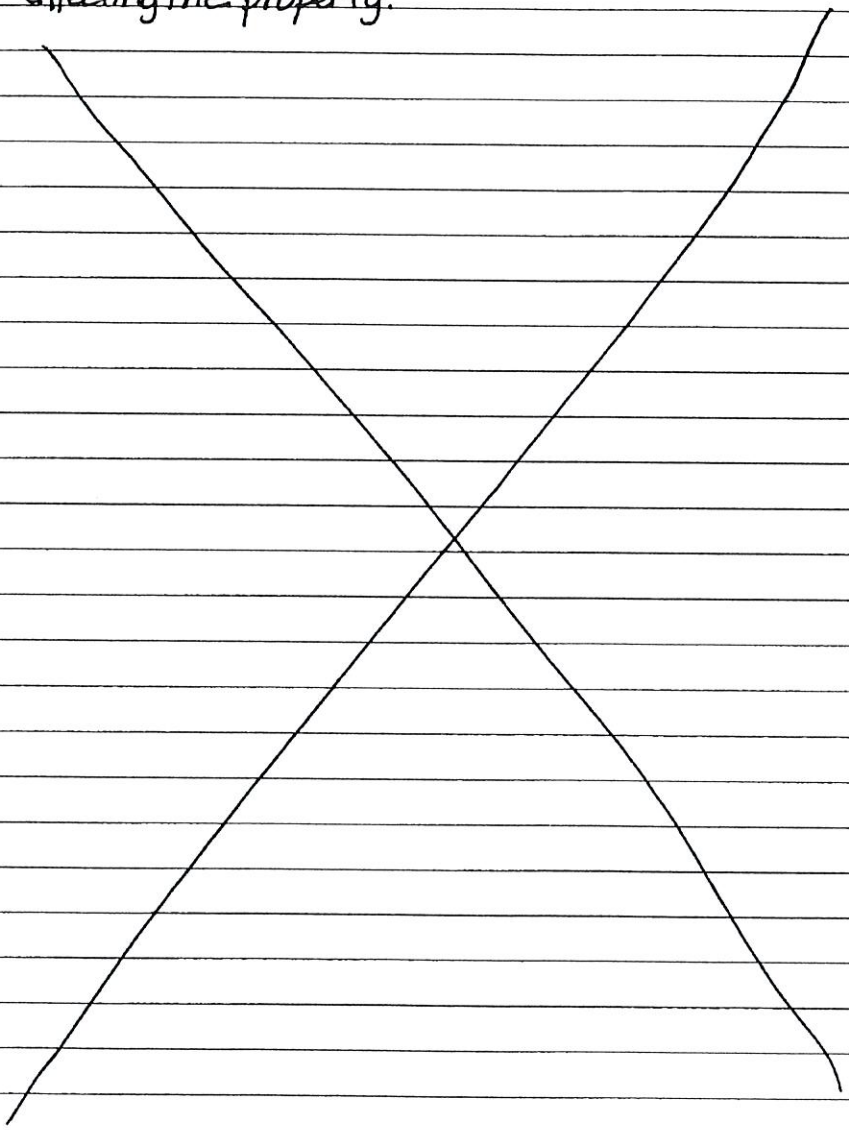
BRENNAE GILMAN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 22239910
My Commission Expires Sep 5, 2026

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

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

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

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.

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,

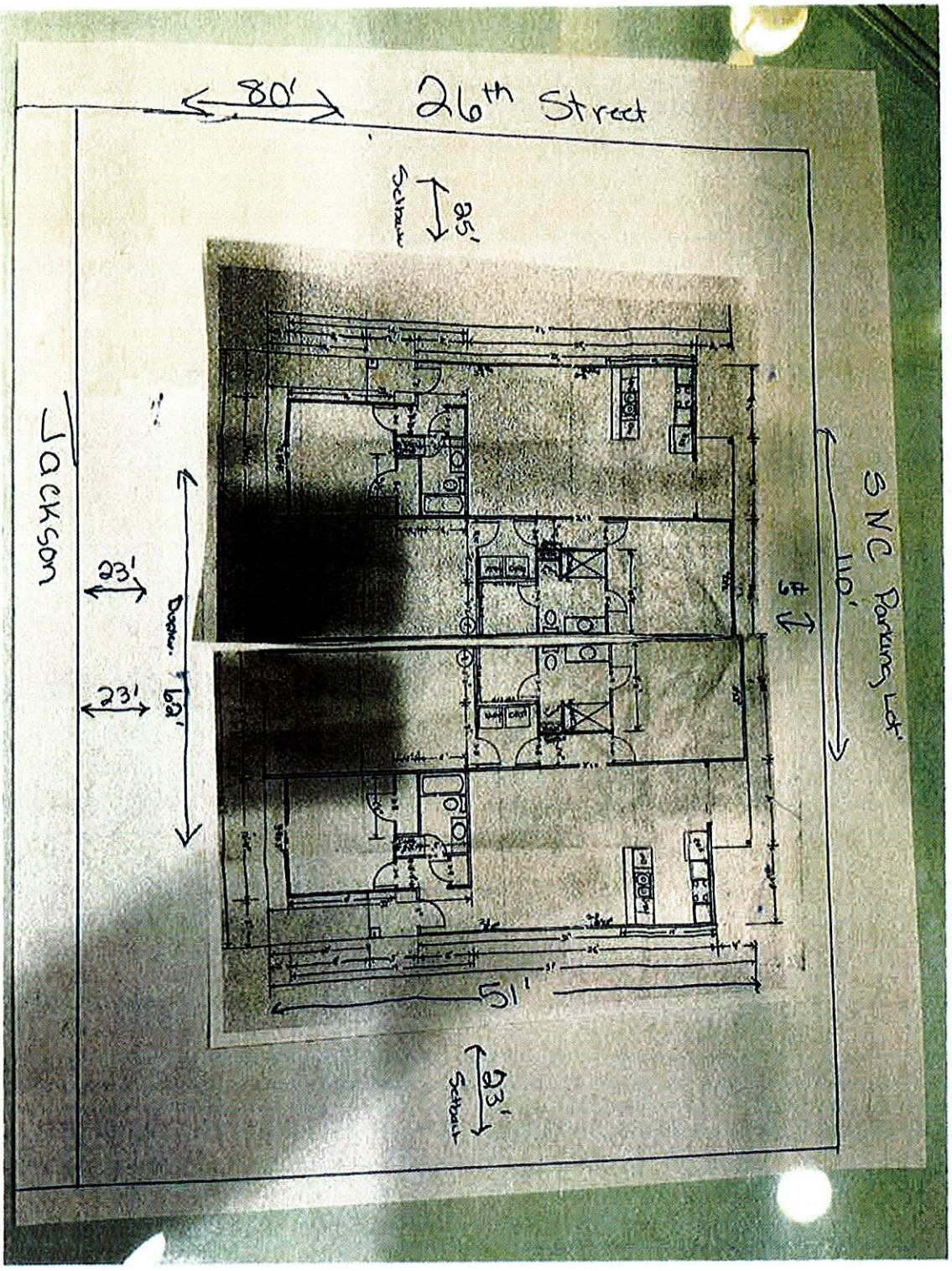
I was just checking on the status of the proposed duplex at 2601 Jackson. Have you had a chance to review to see if that would work? What do we need to do to get the ball rolling?

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

12-06215

BOOK: 2236

PAGE: 1593-1594

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:

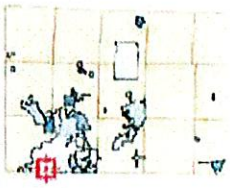
LINDA WHEELAN
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County - Commission # 10395750
My Commission Expires June 3, 2014

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

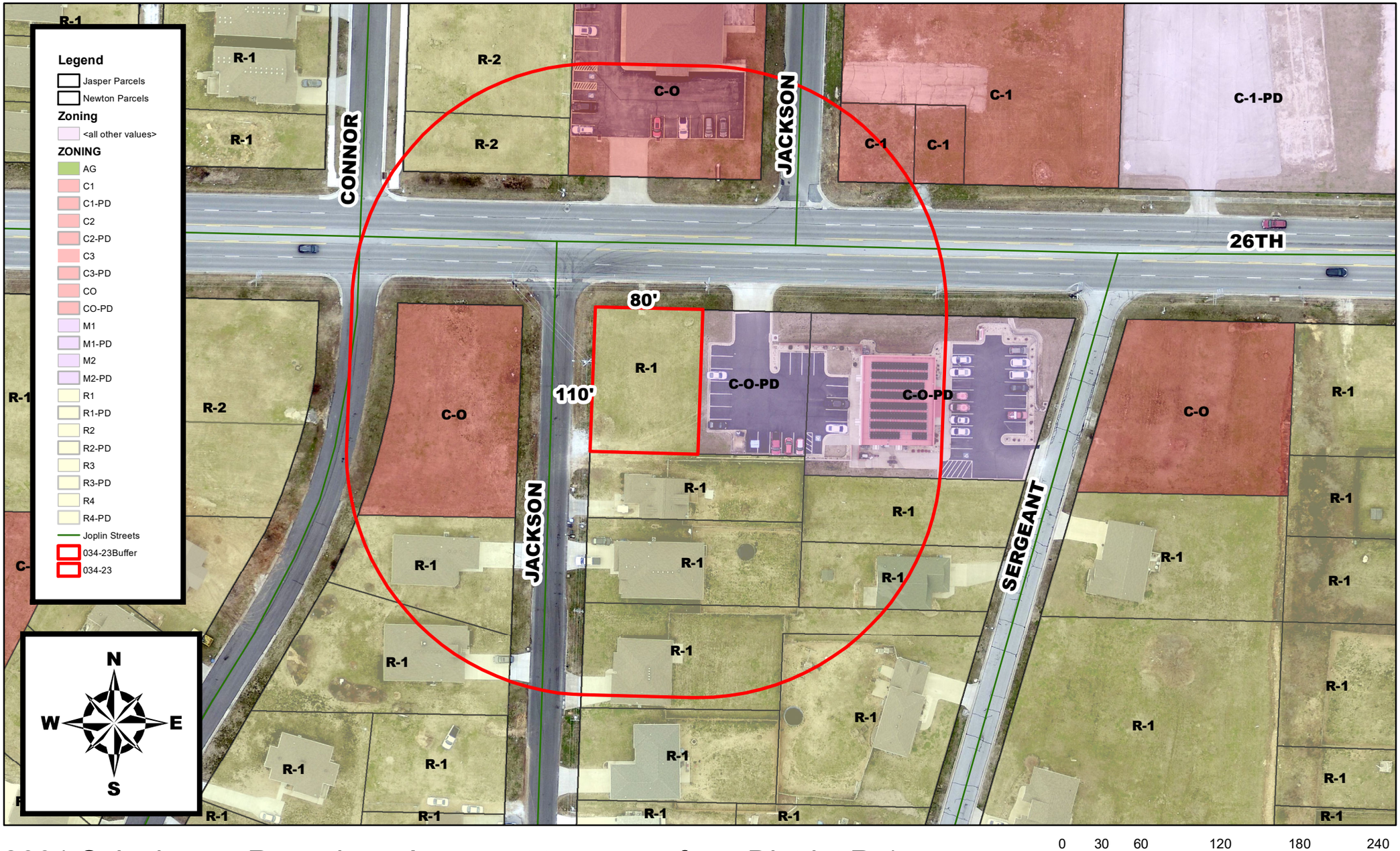
To Whom It May Concern:

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

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

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.

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

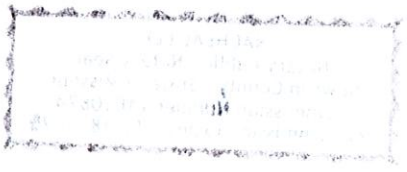
In witness whereof I have hereunto subscribed my name and affixed my official seal this 4 day of May, 2023.

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.

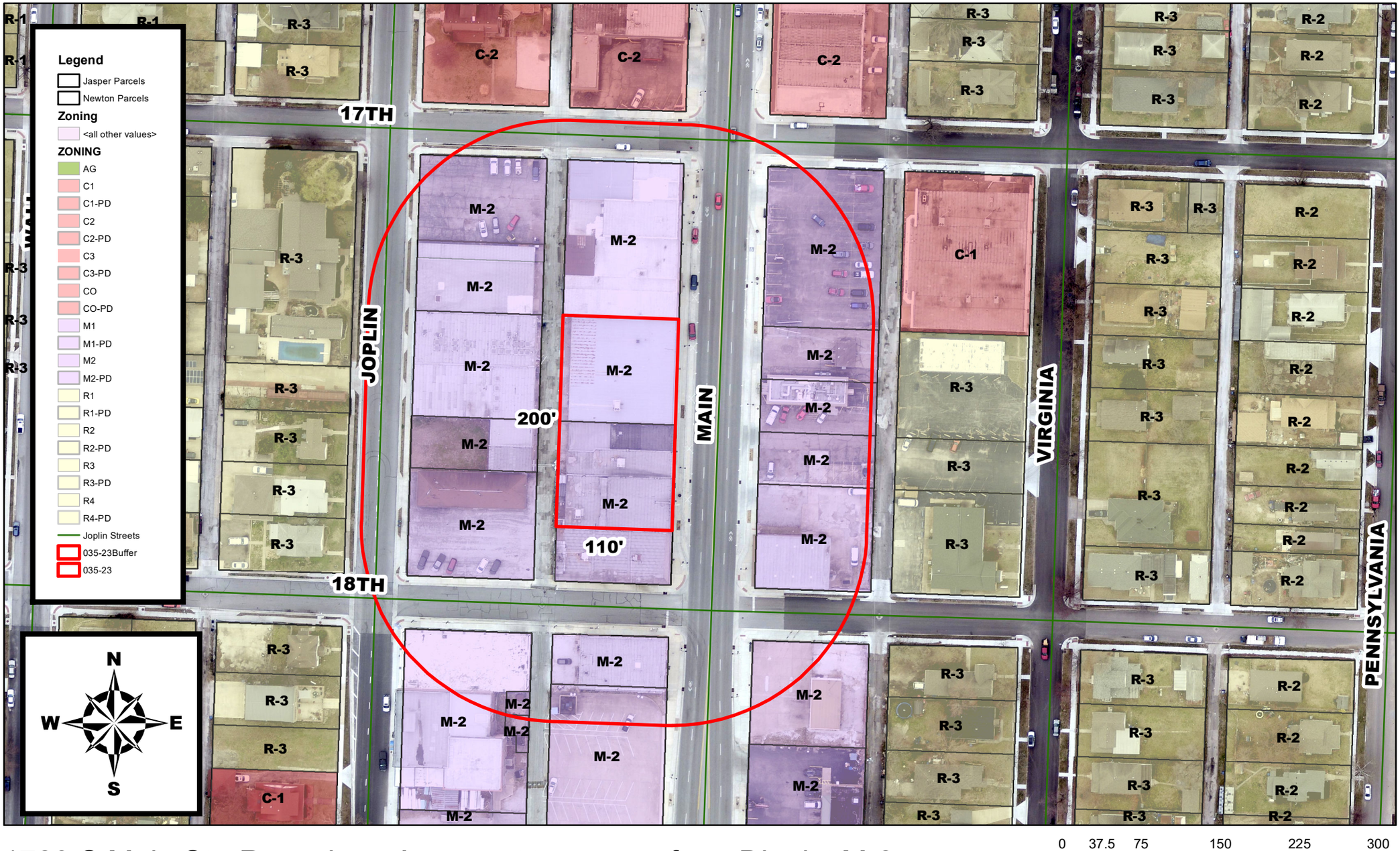
Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements,

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

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

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)

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.

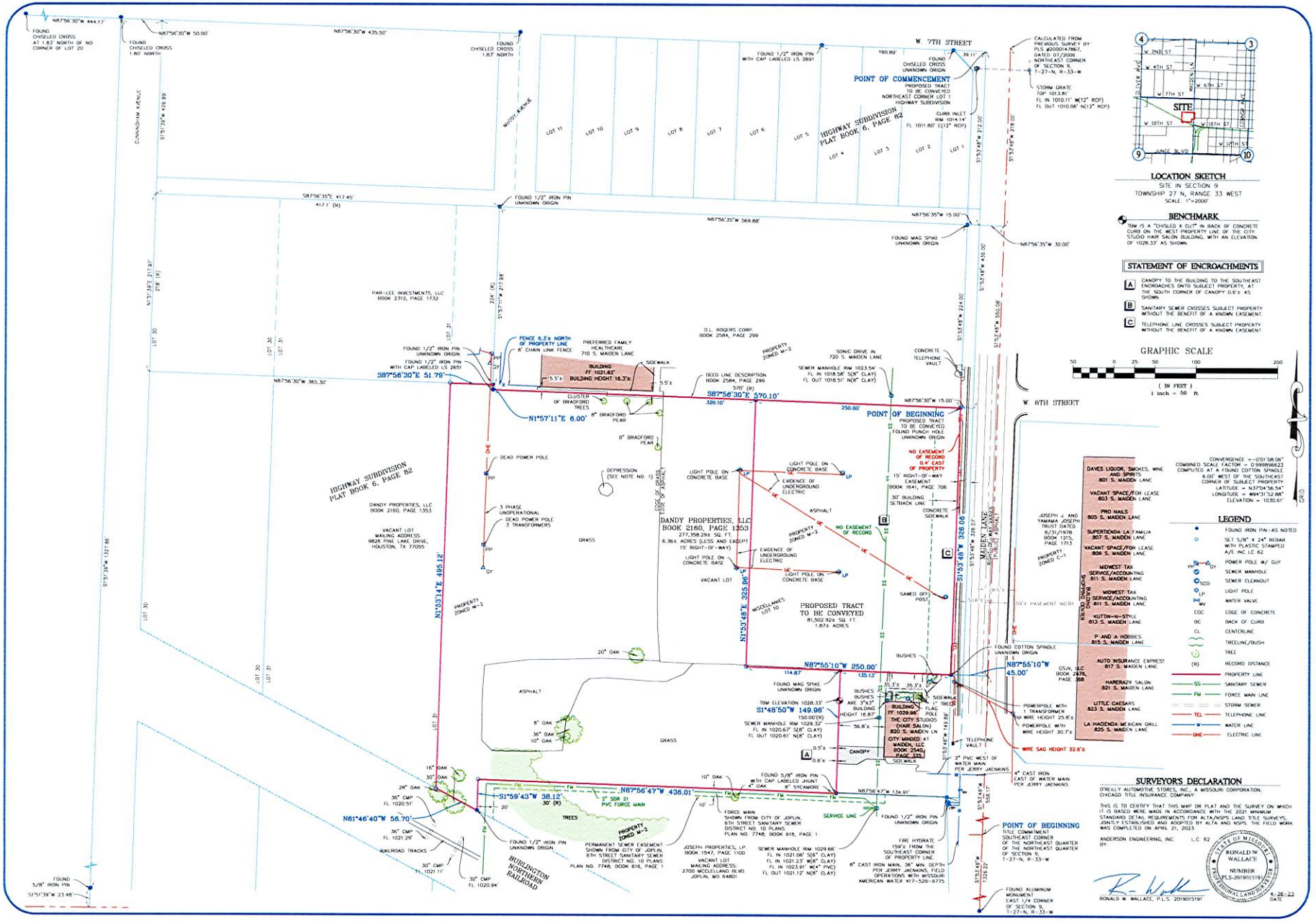
Description of Attached Document

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	4/26/23	CHECK BY:	RWW
				DATE:	4-4-23
				FIELD BOOK:	
				JOB NUMBER	23J020017

OREILLY 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.

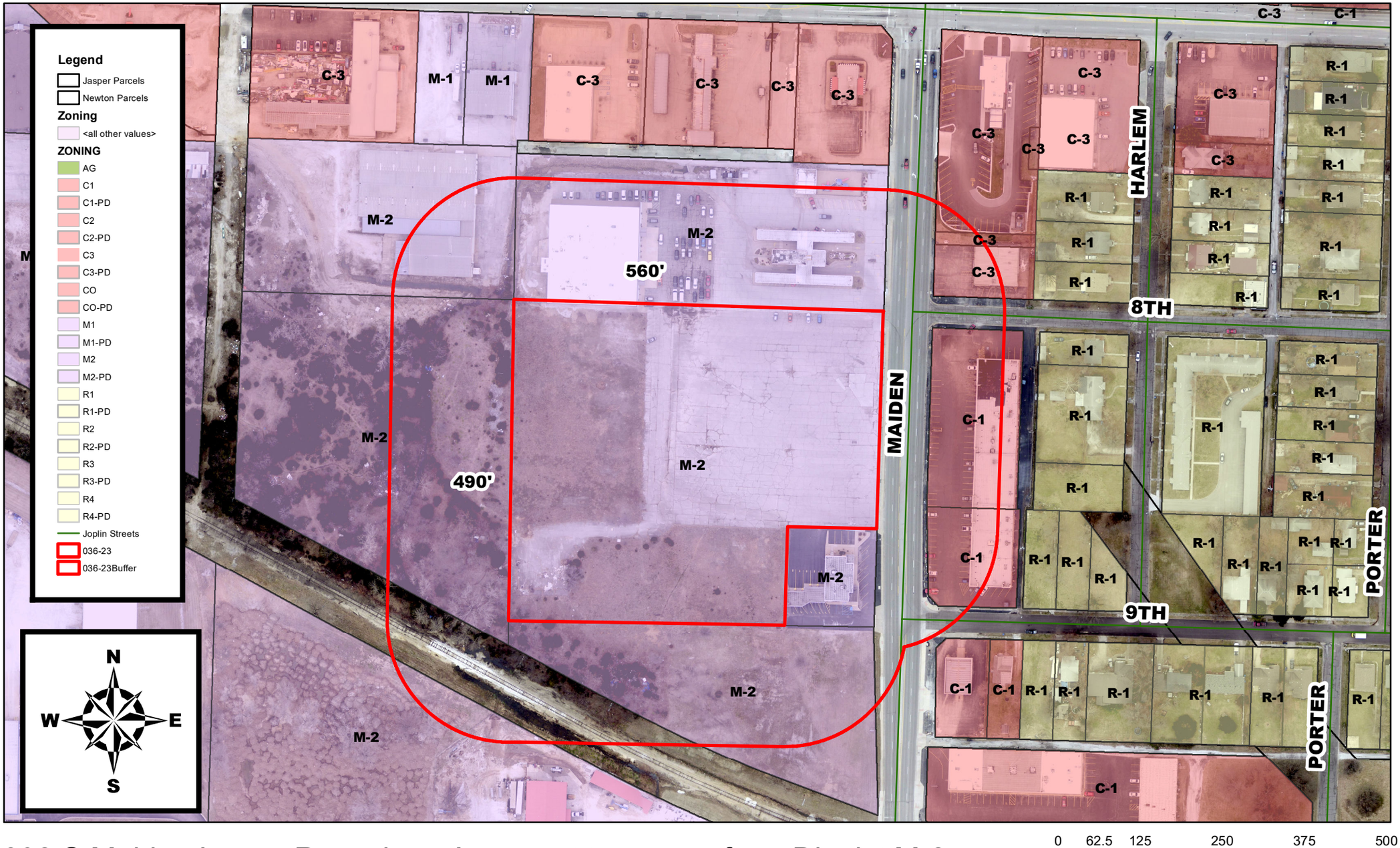
Other existing locations in the City of Joplin have proven to be stable & valuable assets to the City of Joplin and we look forward to continuing this trend with this new location.

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

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

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)

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

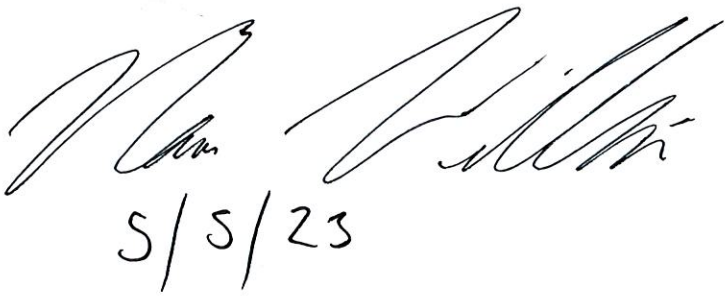
Mason Williams
Pristine Holdings, LLC
1209 Roosevelt Ave
Joplin, MO 64801

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:

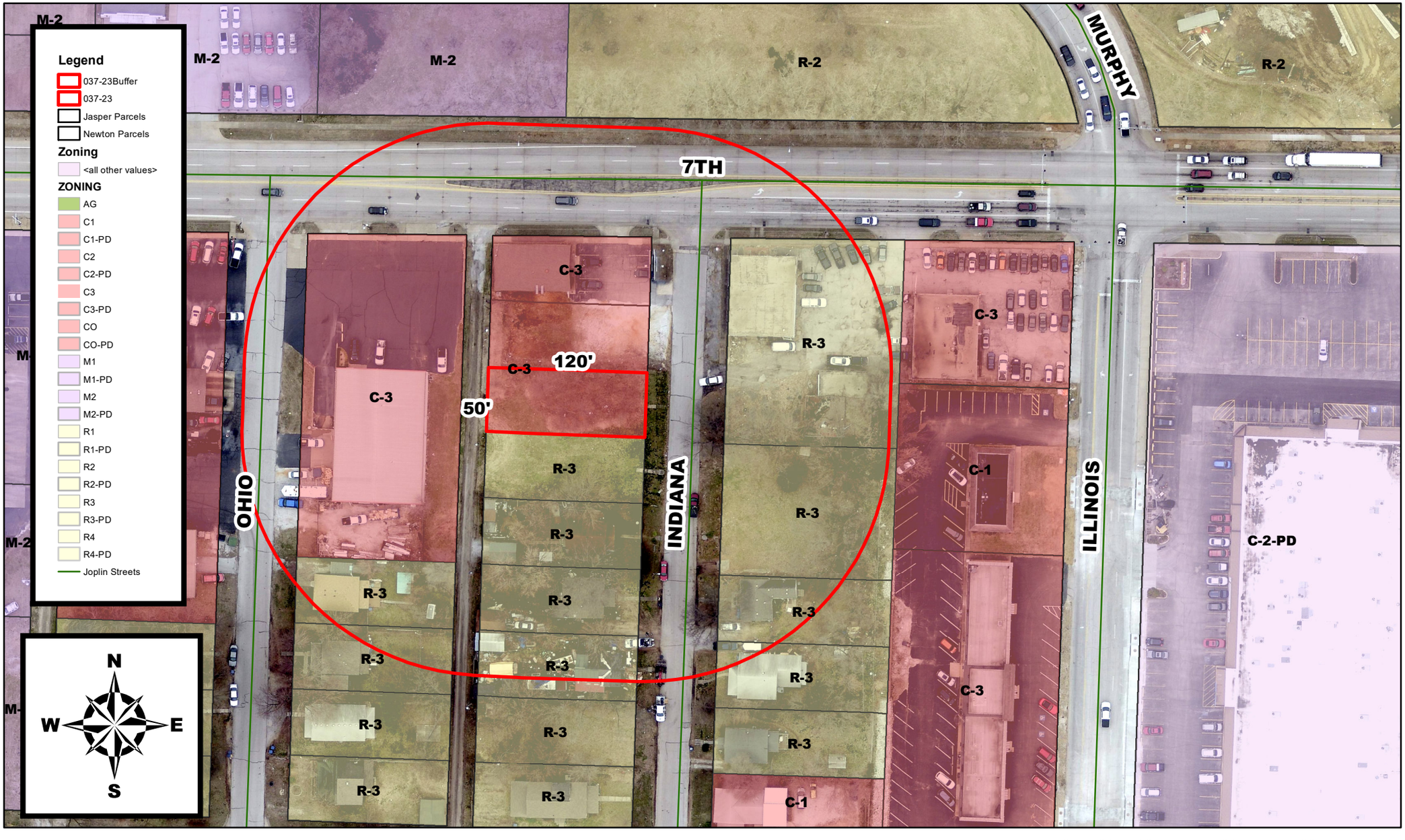
1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format 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 - 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2023-012 – Approval of the final prioritized American Rescue Plan Act (ARPA) Spending Plan for the City's direct federal award

MEETING DATE
July 17, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2023-012; Exhibit A-Final Prioritized ARPA Spending Plan; Exhibit B-Final Prioritized ARPA Alternate Spending Plan

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution approves the final prioritized American Rescue Plan Act (ARPA) Spending Plan for the City's direct federal award. It also approves the prioritized ARPA Alternate Spending Plan.

BACKGROUND
Last year, City staff developed a list of partially-funded or unfunded Community Projects based on community input through various master plans, the listening tour, Council Goals and Action Plans. The City Council and city staff individually ranked the projects based on ARPA grant requirements, Council Goals, and the long-term impact to the Community. This scoring resulted in a prioritized list of Community Projects ranked by high, medium and low priority. Utilizing the project list over the past year, the City has been applying for various Federal, State and County grants to further maximize the City's direct American Rescue Plan Act (ARPA) award. The City's direct ARPA award must be obligated by December 31, 2024 and spent by December 31, 2026. Therefore, it is now time to finalize the City's ARPA Spending Plan.

City staff narrowed down the remaining unfunded projects based on the project amounts and estimated timelines. The updated list was presented to City Council and city staff for a new scoring process to develop an updated prioritized project list. Through this process, a final recommended ARPA Spending Plan and an ARPA Alternate Spending Plan was developed with City Council input. This process established the prioritization of the remaining projects, which will help guide staff in spending this federal award.

The direct ARPA award will result in nearly $13.8 million in projects that will have a significant Community impact in terms of economic development and public service. With this resolution, Council is adopting the plan and a roadmap to meet the timeline and regulations of the ARPA award.

FUNDING SOURCE
This is not applicable for this item.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2023-012

A RESOLUTION of the City of Joplin, Missouri, approving the final American Rescue Plan Act (ARPA) Spending Plan in order to comply with the federal grant regulations and established timeline for these funds awarded directly to the City.

WHEREAS, the City developed a list of partially-funded or unfunded Community Projects based on community input through various master plans and action plans; and,

WHEREAS, the City Council and the city staff of Joplin prioritized the Community Projects based on various categories, which has resulted in a recommended ARPA Spending Plan and an ARPA Alternate Spending Plan; and,

WHEREAS, the ARPA Projects will have a significant long-term economic and public service impact for the Community; and,

WHEREAS, the City Council and the city staff of Joplin prioritized the remaining unfunded projects that fall within the federal grant regulations; and,

WHEREAS, the City Council of Joplin, Missouri, desires to approve the final American Rescue Plan Act (ARPA) Spending Plan to comply with the federal grant regulations and established timeline of this award to achieve long-term improvement and job enhancement or job creation for our community.

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

Section 1. The City of Joplin, Missouri hereby approves the final prioritized American Rescue Plan Act (ARPA) Spending Plan as set forth in Exhibit A attached hereto.

Section 2. The City of Joplin, Missouri further hereby approves the final prioritized American Rescue Plan Act (ARPA) Alternate Spending Plan as set forth in Exhibit B attached hereto.

Section 3. The City of Joplin, Missouri is committed to completing the required projects as set forth in the grant regulations.

Section 4. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 17th day of July 2023.

_____
Mayor, Douglas W. Lawson

ATTEST:

_____
Holly Nagy, City Clerk

EXHIBIT "A"

CITY OF JOPLIN DIRECT ARPA AWARD SPENDING PLAN

Project Description	Amount
Neighborhood Improvements	$ 2,500,000
Home Rehabilitation and Repair	$ 1,000,000
Police Equipment	$ 22,000
Fire & EMS Equipment	$ 56,488
Construction MSSU Health Science Innovation Center	$ 1,500,000
Dover Outdoor Recreation Area (DORA)	$ 238,000
Broadband Network	$ 5,000,000
20th Street Widening (Schifferdecker to Central City)	$ 2,500,000
Trail Bridge Connector	$ 750,000
Project Contingency	$ 213,251
ARPA Spending Plan	**$ 13,779,739**

EXHIBIT "B"

ARPA ALTERNATE SPENDING PLAN

Combined Rank	Project	Category	Cost Estimate	Est. Match Required	Total Score
2	Neighborhood Sidewalk Repair and Replacement	Transportation	$4,000,000		**342**
3	East Industrial Park Culvert Replacements	Stormwater	$2,800,000	$1,300,000	**330**
4	Pennsylvania Avenue Viaduct Removal & At-Grade Road	Transportation	$2,300,000		**326**
5	Downtown SMART Technology for Traffic Signals	Transportation	$5,700,000	$300,000	**323**
6	Landreth Park to Frisco Trail Connector	Trails	$280,000		**319**
7	Ewert Park Trail Connections	Trails	$2,680,000		**311**
8	Euclid Avenue Stormwater Improvements	Stormwater	$1,223,500		**308**
9	Schifferdecker Trail Connections	Trails	$810,000		**307**
10	44th & Main Street Shared Use Paths	Trails	$600,000		**305**
11	Garvin Park Ditch Stormwater Improvements	Stormwater	$444,000		**304**
12	Colorado Drive Storm Sewer Improvements	Stormwater	$1,170,500		**301**
13	Streetscape along Joplin Avenue from 6th Street to 10th Street	Transportation	$3,000,000		**300**
14	Katy Trail Development	Trails	$2,700,000		**298**
15	Trail Wayfinding	Trails	$150,000		**297**
16	Streetscape along Wall Avenue from 7th Street to 10th Street	Transportation	$2,500,000		**291**
17	Landreth Park Fitness Trail	Parks	$350,000		**289**
18	Joe Becker Stadium Plumbing	Parks	$225,000		**288**
19	Museum Complex Boiler/Chiller Replacement	Parks	$600,000		**281**
20	Park Sign Kiosks	Parks	$300,000		**280**
21	Turf Joe Becker Outfield	Parks	$500,000		**279**
22	Turf Redden Outfield	Parks	$500,000		**265**
23	Park Outdoor Games	Parks	$105,000		**265**
24	Turf Soccer Complex	Parks	$1,750,000		**259**
25	Fire Chief Vehicle	Fire	$50,000		**246**
26	Trail Benches	Parks	$200,000		**240**
N/A	COVID-19 Claims Reimbursement	Healthcare	$710,000		-

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-137 – an agreement between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning Company for Construction & Installation services for the Justice Center Modular Chiller.

MEETING DATE
July 17, 2023

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2023-137 Ordinance; Agreement, Bid Summary

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 between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning Company in the amount of Four Hundred Twenty-Eight Thousand One Hundred and Five and 00/100 Dollars ($428,105.00) for the Justice Center Modular Chiller.

BACKGROUND
The Justice Center facility was constructed in 1967, and currently houses Fire Station 1, Fire Administration offices, Emergency Management, Emergency Communications/Dispatch, Municipal Court, City Prosecutor's office, Municipal Jail facilities, and the Police Department.

In April 2022, an agreement to perform an in-depth feasibility study for the Justice Center was awarded to SFS Architecture, in conjunction with the agreement to provide the City with a Facilities Masterplan. While assessing the Justice Center facility itself, SFS also held multiple staff engagement meetings with all departments currently located in the facility to prepare a programming and space needs assessment, to be used in determining the feasibility of the use of the facility moving forward. Although the City-wide facilities assessment has been completed by SFS, the final deliverables from SFS for the Justice Center Feasibility Study are still being developed. The Facilities Assessment by Gordian through SFS did show the replacement of the chiller at the Justice Center as a Level 3 priority, meaning they determined that it was recommended to be replaced within 5 years of the inspection. They showed an estimated cost on this replacement of $509,984. This bid was advertised using the City's procurement policy and Satterlee Plumbing, Heating, and Air Conditioning Company was the only bidder.

In January 2023, ARPA Funds were accepted that provide $1 million in funding on a 50/50 match basis bringing the total to $2 million in funding. This ARPA Grant will fund half of this project, with the other half being covered by the City of Joplin.

FUNDING SOURCE

This Council Bill includes a budget amendment for the Public Safety Sales Tax increasing revenue for the grant in the amount of $428,105.00 and increasing expenses for the total project cost of $428,105.00. Grant funding is from the American Rescue Plan Act.

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving an agreement on an Emergency basis being an ordinance relating to a public improvement, it 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 its passage. Specifically, adoption of this Council Bill on an emergency basis due to price volatility in the current manufacturing market.

COUNCIL BILL NO. 2023-137 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning Company in the amount of Four Hundred Twenty-Eight Thousand One Hundred and Five and 00/100 Dollars ($428,105.00) for Construction & Installation services for the replacement of the Justice Center Modular Chiller; 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 Satterlee Plumbing, Heating and Air Conditioning Company for Construction & Installation services in the amount of Four Hundred Twenty-Eight Thousand One Hundred and Five and 00/100 Dollars ($428,105.00) for the replacement of the Justice Center Modular Chiller; 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 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, 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 Four Hundred Twenty-Eight Thousand One Hundred and Five and 00/100 Dollars ($428,105.00) and by increasing appropriations by the total amount of Four Hundred Twenty-Eight Thousand One Hundred and Five and 00/100 Dollars ($428,105.00)

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 due to price volatility in the current manufacturing market.

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

_____, 2023, by a _____ vote.

_____

Douglas W. Lawson, Mayor

COUNCIL BILL NO. 2023-137

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Satterlee Plumbing, Heating and Air Conditioning Company Address: 3423 N. Main Street Rd. Joplin Missouri 64801	
Attention: Chad Weller		Attention: Jeremy Storm	
Department: Public Works- Operations		Phone:417-624-3660	Fax:
Phone: 417-624-0820 Ext. 1560	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

JUSTICE CENTER: 160 TON MODULAR CHILLER

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 60 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $428,105.00, conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $100 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions

f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Twenty-Eight Thousand One Hundred and Five and 00/100 Dollars ($428,105.00) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.
Public Works Director

Public Works Department
Engineering Division
602 S Main Street
Joplin, Missouri 64801
417-624-0820

BID SUMMARY

PROJECT: JUSTICE CENTER BID #001
160 TON MODULAR CHILLER
DATE OF BID OPENING: July 7, 2023, 10:30 a.m.

CONTRACTOR	TOTAL BASE BID
Satterlee Plumbing, Heating & Air Company	$428,105.00
STAFF ESTIMATE	$498,523.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023- 358, Building Regulations

MEETING DATE
July 17, 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 Big Johns to remove the structures, and any remaining debris including foundation and footings located at 912 S Sergeant Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on March 8, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 23, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on July 7, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big Johns	$5,000.00
Freeman's Landworx	$9,200.00
USA Demolition	$7,500.00

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 Big Johns for $5,000.00 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- 358, Photograph of Property, Bid Tabulation

CLOSING DATE:	7-Jul-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:	912 S. Sergeant Ave

COMPANY	BIDS
B & D Yardbuilders	NO BID
Big John's Heavy Equipment	$5,000.00
Freeman's Landworx, LLC	$9,200.00
USA Demolition	$7,500.00


COUNCIL BILL 2023-358
912 S SERGEANT AVE.







COUNCIL BILL NO. 2023-358 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of a lot located at 912 S. Sergeant Ave. in the City of Joplin, Missouri, for Five Thousand dollars ($5,000.00); 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 Big Johns in the amount of Five Thousand dollars ($5,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 912 S. Sergeant 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 912 S. Sergeant Ave.

ALL OF LOT NUMBERED FIFTY-NINE (59) IN BYERS AND MURPHY'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. ACCORDING TO THE RECORDED PLAT THEROF.

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 No. 2023- 359, Building Regulations

MEETING DATE
July 17, 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 USA Demolition to remove the structures, and any remaining debris including foundation and footings located at 326 N. Walnut Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 5, 2022. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On June 23, 2023, an advertisement for bids was published in the Joplin Globe with bids being received on July 7, 2023, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big Johns	$6,300.00
Freeman's Landworx	$8,145.00
USA Demolition	$4,850.00

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 USA Demolition for $4,850.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2023- 359, Photograph of Property, Bid Tabulation

CLOSING DATE:	7-Jul-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:	326 N. Walnut Ave.

COMPANY	BIDS
B & D Yardbuilders	NO BID
Big John's Heavy Equipment	$6,300.00
Freeman's Landworx, LLC	$8,145.00
USA Demolition	$4,850.00


COUNCIL BILL 2023-359
326 N. WALNUT AVE.
08/05/2022


08/05/2022


08/05/2022


08/05/2022

COUNCIL BILL NO. 2023-359 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 326 N. Walnut Ave. in the City of Joplin, Missouri, for Four Thousand Eight Hundred Fifty dollars ($4,850.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with USA Demolition in the amount of Four Thousand Eight Hundred Fifty dollars ($4,850.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 326 N. Walnut 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 326 N. Walnut Ave.

ALL OF LOTS NUMBERED NINETY (90) NINETY-ONE(91) & NINETY-TWO (92) IN PARKVIEW ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. ACCORDING TO THE RECORDED PLAT THEROF.

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 2023-514 – Approving a budget amendment for FY 2023

MEETING DATE
July 17, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-514 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2022-2023 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending the fire department for the replacement of 17 ruggedized laptops.
- Amending the parks department for lightening damage, reimbursed through the liability insurance fund.
- Amending the streets department for flood damage, reimbursed through the liability insurance fund.
- Amending the Liability Insurance Fund for claims from the other funds.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenue in the amount of $9,073.00 and expenditures by $108,246.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2023-514 **ORDINANCE NO.**

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.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2022-161 on October 17, 2022, which estimated revenues and appropriated funds for the fiscal year 2022-2023; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing revenues by the total amount of Nine Thousand Seventy-Three Dollars and No Cents ($9,073.00) and by increasing appropriations by the total amount of One Hundred Eight Thousand Two Hundred Forty-Six Dollars and No Cents ($108,246.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
17-Jul-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$		
	Fire Operations	001-6002-510-8315	Computer Equipment			90,100
	Total General Fund			$	-	90,100
115	Parks Fund					
	Other Income	115-0000-450-0604	Insurance Settlement	$	3,068	-
	Parks Athletic Complex	115-6516-560-4105	Property Repairs & Maintenance			3,068
	Total Parks Fund			$	3,068	3,068
140	TST Fund					
	Other Income	140-0000-450-0604	Insurance Settlement		6,005	-
	Street Maintenance	140-4520-530-4105	Property Repairs & Maint			6,005
	Total TST Fund			$	6,005	6,005
515	General Liability Insurance Fund					
	Liability Insurance	515-7501-500-5305	Judgments and Claims	$		9,073
	Total General Liability Insurance Fund			$	-	9,073
	Grand Total			$	9,073	108,246

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-605: AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems.

MEETING DATE
July 17, 2023

ORIGINATING DEPT
Information Technology

ATTACHMENTS
CB2023-605 Ordinance; Exhibit A: Annual Support Payment Quotation

REVIEWED BY
Dept. Head: Mark Morris; City Attorney: Peter Edwards; Finance Director: Leslie Haase; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Microsoft for the annual renewal of our Enterprise Software and various Microsoft Specific software licensing and approves issuance of a purchase order for same.

BACKGROUND
The licensed base of computers for the City of Joplin is 538 units. The Agreement covers the entire desktop professional platform for each computer. This is the Windows Operating System, Microsoft Office 365, and Core Client Access license (also known as CAL). Annually, the City of Joplin and Microsoft will participate in a "true up" process to determine the number of licenses to be covered and renewed. The number of seats/licenses is unchanged from last year.

FUNDING SOURCE
Currently, this item is a budgeted expense in the IT Dept Software Acct #001-2501-500-21.10

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2023-605 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software, as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Council Bill No. 2022-534 on October 17, 2022; and containing an emergency clause.

WHEREAS, in the FY2022-2023 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to SHI/Microsoft Corporation for the amount of Two Hundred Twenty-Five Thousand, Three Hundred Ninety-two Dollars, Fourteen Cents ($225,392.14), covering the annual fee for the Enterprise software licensing for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

Pricing Proposal
Quotation #: 23364360
Reference #: EA# 90337665
Created On: 4/19/2023
Valid Until: 5/19/2023

MO-City of Joplin

Mark Morris
MO
United States
Phone: 417-624-0820 x247
Fax:
Email:

Microsoft Inside Account Manager

Shaina Walker
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-868-6191
Fax:
Email: Shaina_Walker@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 E3 Unified Sub Per User Microsoft - Part#: AAD-33204 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2023 – 7/31/2024 **Note:** Year 1 of 3	538	$387.76	$208,614.88
2	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2023 – 7/31/2024 **Note:** Year 1 of 3	144	$19.46	$2,802.24
3	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2023 – 7/31/2024 **Note:** Year 1 of 3	1	$83.60	$83.60
4	Visio Standard ALng SA Microsoft - Part#: D86-01253 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2023 – 7/31/2024 **Note:** Year 1 of 3	90	$56.92	$5,122.80
5	Office Professional Plus ALng SA Platform Microsoft - Part#: 269-12442 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2023 – 7/31/2024 **Note:** Year 1 of 3	35	$105.02	$3,675.70
6	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: PC Prime Vendor Services	16	$126.81	$2,028.96

	Contract #: CT220337001 Coverage Term: 8/1/2023 – 7/31/2024 **Note:** Year 1 of 3			
7	System Center DC Core ALng SA 2L Microsoft - Part#: 9EP-00208 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2023 – 7/31/2024 **Note:** Year 1 of 3	8	$49.45	$395.60
8	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2023 – 7/31/2024 **Note:** Year 1 of 3	8	$18.12	$144.96
9	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2023 – 7/31/2024 **Note:** Year 1 of 3	2	$649.70	$1,299.40
10	Azure prepayment Microsoft - Part#: 6QK-00001 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2023 – 7/31/2024 **Note:** Year 1 of 3	1	$1,224.00	$1,224.00
			Total	$225,392.14

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-134 Airport Land Lease Rate Schedule

MEETING DATE
July 17, 2023

ORIGINATING DEPT
Public Works-Airport

ATTACHMENTS
Council Bill 2023-134, Proposed Land Lease Rate Schedule, CMT Rates & Charges Study.

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

SUMMARY
This Council Bill authorizes the City to adopt the updated Airport Land Lease Rate Schedule for airport land in compliance with Federal Aviation Administration (FAA) regulations.

BACKGROUND

The FAA requires, under the Federal Grant Assurances, that all airports who accept federal funds through the Airport Improvement Program or related grant programs receive a "Fair Market Value" for land accrued under the program's authority. In 2004, at the request of the FAA, the Airport established a land lease rate schedule that would bring low rates back in line with market values. That schedule covered a period through 2029. Recently, new lease agreements were drafted, and tenants wanted to see projected rates beyond 2029. In May of this year, city staff commissioned Crawford, Murphy, and Tilley ("CMT") to conduct a Rates and Charges Study comparing JLN rates with similar airports in our region. The purpose of the study was to review the current 25-year land lease rates established in 2004 and evaluate the continuation of that schedule for future lease agreements, for the period beginning in 2030 to 2054.

CMT evaluated the land lease rates and operations at the airports in the following cities: Columbia, MO, Cape Girardeau, MO, Springfield, MO, Northwest Arkansas and Wichita, KS. These airports were chosen because they are similar to Joplin and geographically close to Joplin. The full study is attached hereto as an Exhibit.

The report concluded that for the period 2025 – 2029 the predetermined Land Lease Rate for JLN would rise from $0.129 to $0.149, an increase of 15.5%. This amount was determined to be a fair market return and was in keeping with the current rate schedule. It was the consultant's recommendation that the city continue with the current rate and fee schedule for future lease agreements beginning in 2030.

FUNDING SOURCE
N/A

RECOMMENDATION

Staff recommends adoption of Council Bill 2023-134 on first reading.

COUNCIL BILL NO. 2023-134 ORDINANCE NO.

AN ORDINANCE adopting the updated Airport Land Lease Rate Schedule for airport land accrued under Federal Aviation Administration (FAA) grant programs.

WHEREAS, the City is required by the Federal Aviation Administration to receive a fair market value for public lands acquired through the Airport Improvement Plan and other related grant programs.

WHEREAS, the current land lease rate schedule was adopted in 2004 for a 25-year period and will end in 2029, and an extended schedule is necessary to apply to future land lease agreements.

WHEREAS, the firm of Crawford, Murphy & Tilly (CMT) performed a Rates and Charges Study and concluded that the current fee schedule is appropriate based on the comparison of peer airports and land valuations.

WHEREAS, CMT also recommended that the current Land Lease Rate Increase Schedule be continued for an additional 25-year period beginning in 2030 and ending in 2054.

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

Section 1. That the current Airport Land Lease Rate Schedule shall remain in effect through 2029.

Section 2. The Land Lease Rate Schedule attached hereto as Exhibit A is hereby adopted and shall be put into effect for the years 2030 through 2054.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

Land Lease Rate History & Justification

The FAA requires under the Federal Grant Assurances the Airport receive a “Fair Market Value” for land accrued under the program. The follow is from the FAA Grant Assurance Guidance.

Public lands will not be made available for private enterprise without obtaining a fair market return. No private individual, or firm, has a right to the use of publicly funded airport land for personal gain without paying their fair share of the maintenance, development and operation of the facility. Having invested substantial public funds in the capital airport plant, the public owner and the FAA have thereby created a business opportunity for privately owned aviation services and non-aviation uses which otherwise would not exist. Therefore, the Sponsor has both a right and obligation to command a reasonable return on their investment.

Further, a no rent or excessively low rent lease (Aviation or Non-aviation) will not meet the requirement of the Sponsor's assurance contained in current grant agreements, which reads in part:

"Sponsor will maintain a fee and rental structure consistent with assurances 22 and 23 for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection."

A fair market rental value (historically 8% to 12% of fair market value) should be assessed for grounds within the leasing area. The fair market rental value of land to be leased should be determined by an acceptable market analysis, usually formal appraisals. Such leases must bring a fair market return to the airport.

The Airport is Federally Audited each spring to assure compliance with the Grant program. In the spring of 2004 the FAA requested the Airport to reevaluate the land values. Based upon an Appraisal conducted June 17, 2004 land at the Joplin Regional Airport had a Market value of $.90/sq ft.

In 2004 the Airport Land Lease Rate was $.07/sq. ft. per year. The Airport felt that a 1200% increase in the land lease rate would be detrimental to the development of the Airport. The Airport negotiated with the FAA a Land Lease Rate schedule that would provide a steady, justifiable increase in the rate over the next 25 years.

The appraiser assumed a 2% increase in land value per year and the Airport value sees an average of 3% growth per year thus a 5% annual growth was applied.

The rate is adjusted every 5 years through the 25-year term of the original agreement. After the initial 25-year term (2030) the leases will be renewed in 5-year increments. The same formulation will be applied with a maximum of no more than a 25% change in the 5-year cost. This new rate will be applied for the length of the next 25-year term.

This is the original rate schedule from 2004.

LAND LEASE RATE SCHEDULE		
YEAR	**LEASE YEAR**	**RATE/SQ'/YR-Rev**
2005	1	$0.070
2006	2	$0.070
2007	3	$0.070
2008	4	$0.070
2009	5	$0.070
2010	6	$0.095
2011	7	$0.095
2012	8	$0.095
2013	9	$0.095
2014	10	$0.095
2015	11	$0.111
2016	12	$0.111
2017	13	$0.111
2018	14	$0.111
2019	15	$0.111
2020	16	$0.129
2021	17	$0.129
2022	18	$0.129
2023	19	$0.129
2024	20	$0.129
2025	21	$0.149
2026	22	$0.149
2027	23	$0.149
2028	24	$0.149
2029	25	$0.149

All tenants with Ground Leases are charged from this same schedule.

UPDATE:

On 7/6/2023, it was proposed that the Lease Rate Schedule be extended another 25 years to accommodate any future lease agreements whose term would have extended beyond the original calculated values. The traditional formula for growth was applied as it has closely resembled actual real estate growth rates for the area and meets the Fair Market Value requirement.

The extended Land Lease Rate Schedule is below:

LAND LEASE RATE SCHEDULE		
YEAR	Lease Year	Rate/SqFt
2030	1	0.172
2031	2	0.172
2032	3	0.172
2033	4	0.172
2034	5	0.172
2035	6	0.198
2036	7	0.198
2037	8	0.198
2038	9	0.198
2039	10	0.198
2040	11	0.228
2041	12	0.228
2042	13	0.228
2043	14	0.228
2044	15	0.228
2045	16	0.262
2046	17	0.262
2047	18	0.262
2048	19	0.262
2049	20	0.262
2050	21	0.302
2051	22	0.302
2052	23	0.302
2053	24	0.302
2054	25	0.302

The extended Land Lease Rate Schedule is below:

LAND LEASE RATE SCHEDULE		
YEAR	Lease Year	Rate/SqFt
2030	1	0.172
2031	2	0.172
2032	3	0.172
2033	4	0.172
2034	5	0.172
2035	6	0.198
2036	7	0.198
2037	8	0.198
2038	9	0.198
2039	10	0.198
2040	11	0.228
2041	12	0.228
2042	13	0.228
2043	14	0.228
2044	15	0.228
2045	16	0.262
2046	17	0.262
2047	18	0.262
2048	19	0.262
2049	20	0.262
2050	21	0.302
2051	22	0.302
2052	23	0.302
2053	24	0.302
2054	25	0.302

Joplin Regional Airport – Rates & Charges Study



6/28/2023

CMT
Crawford, Murphy & Tilly

Background

The Federal Aviation Administration (FAA) requires, under the Federal Grant Assurances, that all airports who accept federal funds through its Airport Improvement Program (AIP) or related grant program(s) receive a "Fair Market Value" for land accrued under the program's authority. FAA Grant Assurance Guidance Handbook provides the Airport (sometimes referred to by the FAA as the Sponsor) the following insight:

> *Public lands will not be made available for private enterprise without obtaining a fair market return. No private individual, or firm, has a right to the use of publicly funded airport land for personal gain without paying their fair share of the maintenance, development, and operation of the facility. Having invested substantial public funds in the capital airport plant, the public owner and the FAA have thereby created a business opportunity for privately owned aviation services and non-aviation uses which otherwise would not exist. Therefore, the Sponsor has both a right and obligation to command a reasonable return on their investment.*

Further, a zero-land rent lease rate or excessively low land rent lease rate (Aeronautical or Nonaeronautical) will not meet the requirement of the Sponsor's Federal Grant Assurance contained in current federal agreements, which reads in part:

> *Sponsor will maintain a fee and rental structure consistent with Assurances 22 and 23 for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection.*

2004 Land Rent Lease Rate

The Joplin Regional Airport (JLN or Airport) ensures annually, via an audited process, compliance with AIP Grant Assurances. In the Spring of 2004, the FAA requested JLN reevaluate its then current land rent lease values. Based upon an appraisal conducted June 17, 2004, the land rent lease rate at JLN had a market rental value of $0.90 per square foot per annum.

In 2004 the Airport Land Lease Rate received by JLN tenants was only $0.07 per square foot per annum. There was a significant difference between current land rent lease rates and what was determined to be fair market value land rent lease rate. The Airport believed that a 1,200% increase in the land rent lease rate would be detrimental to any future development of the Airport and would be an enormous financial shock to current tenants. The Airport, therefore, negotiated with the FAA a Land Rent Lease Rate Schedule that would provide a steady, justifiable increase in the rate over the subsequent 25-year period.

All tenants where a Land Rent Lease Rate is applicable utilize the following Land Lease Rate Schedule:

Land Lease Rate Schedule		
Year	Lease Year	Rate/SF/Annum
2005	1	$0.070
2006	2	$0.070
2007	3	$0.070
2008	4	$0.070
2009	5	$0.070
2010	6	$0.095
2011	7	$0.095
2012	8	$0.095
2013	9	$0.095
2014	10	$0.095
2015	11	$0.111
2016	12	$0.111
2017	13	$0.111
2018	14	$0.111
2019	15	$0.111
2020	16	$0.129
2021	17	$0.129
2022	18	$0.129
2023	19	$0.129
2024	20	$0.129
2025	21	$0.149
2026	22	$0.149
2027	23	$0.149
2028	24	$0.149
2029	25	$0.149

As further negotiated with the FAA, after the initial 25-year term (2030) the leases will be renewed in 5-year increments. The same formulation will be applied, if warranted, with a maximum of no more than a 25% change in any 5-year period.

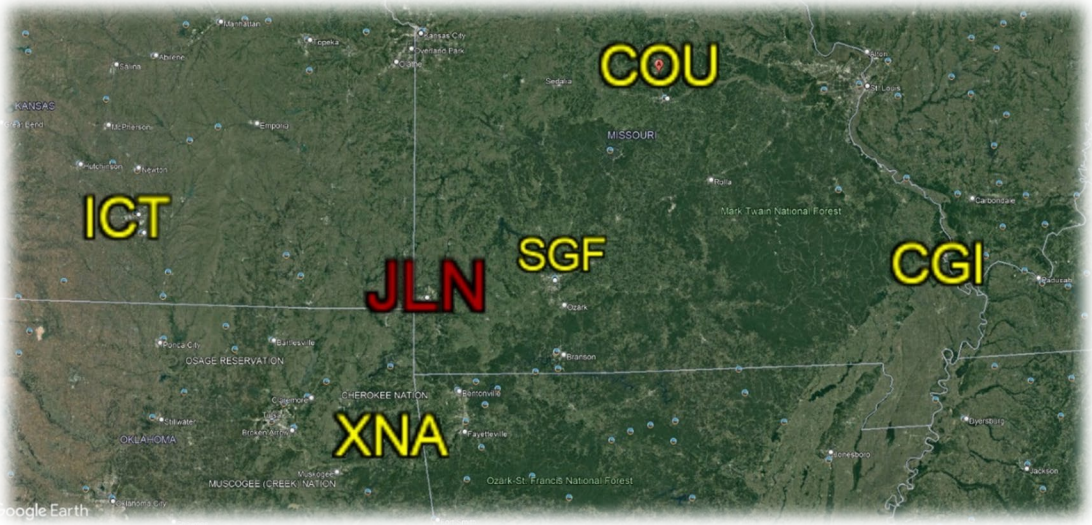
Rates & Charges Study

In anticipation of the upcoming 2030 appraisal and reapplying the results to an updated Land Lease Rate Schedule, if necessary, JLN requested Crawford, Murphy & Tilly (CMT) analyze peer comparable regional airport land rent lease rates with JLNs current values.

The peer airports to be explored are:

1. Columbia Regional Airport (COU), Columbia, Missouri
2. Cape Girardeau Regional Airport (CGI), Cape Girardeau, Missouri

3. Springfield-Branson National Airport (SGF), Springfield, Missouri
4. Northwest Arkansas National Airport (XNA), Fayetteville, Arkansas
5. Wichita Dwight D Eisenhower National Airport (ICT), Wichita, Kansas



These airports were chosen because they best represent similar airports as compared to JLN within a geographical region. Real estate valuation tends to be "regionalized." The peer airports also have regularly scheduled passenger commercial service. The following table provides the miles (straight line) to JLN from its respective peer.

	Miles to JLN
CGI	272
COU	170
ICT	165
SFG	62
XNA	60

This study, as prepared by CMT, will not provide analysis of local conditions that may influence the overall valuation of property at a particular airport. In analyzing peer airports, however, it is important to fully understand the similarities and differences each peer airport delivers. Therefore, we will provide:

1. Based Aircraft
2. Aircraft Operations
3. Scheduled Airline Commercial Service
4. Metropolitan Statistical Area (MSA)

1. <u>Based Aircraft</u>

Based aircraft is an indication as to the number of tenants and local operations per year, which contributes to the value that the airport provides to the overall local community.

Airport	Based Aircraft
CGI	61
COU	32
ICT	208
JLN	128
SFG	145
XNA	8

Source: AirNav

2. Airport Operations

Below depicts the number of itinerant and local operations for each airport for Calander Year (CY) 2022. Itinerant operations are performed by an aircraft that lands at an airport, arriving from outside the airport area, or departs an airport and leaves the airport area. Local operations mean operations performed by aircraft which operate in the local traffic pattern or within sight of the airport or are known to be departing for or arriving from flight in local practice areas located within a 20-mile radius of the airport.

	Itinerant					Local			
Airport	Air Carrier	Air Taxi	General Aviation	Military	Total	Civil	Military	Total	Total Operations
CGI	-	-	-	-	-	-	-	-	-
COU	1,964	3,177	12,215	273	17,629	11,228	132	11,360	28,989
ICT	16,573	19,207	38,396	11,675	85,851	17,622	5,975	23,597	109,448
JLN	3	2,378	8,438	116	10,935	6,809	12	6,821	17,756
SGF	10,848	16,799	18,566	3,542	49,755	6,145	891	7,036	56,791
XNA	20,872	5,429	5,990	5,489	37,780	422	4,468	4,890	42,670

Source: FAA OPSNET – CGI data not available

Local operations are driven by based aircraft. ICT, with the most based aircraft (208), has the highest Local Total Operations (23,597). Where XNA has the lowest number of based aircraft (8) and therefore the lowest Local Total Operations. ICT, XNA, and SGF lead in Total Operations. Despite XNA having few based aircraft, they have significant Itinerant traffic to make up for the difference in their lack of Local Operations.

3. Scheduled Airline Commercial Service

The designated peer airports have regularly scheduled airline commercial service in one form or another. Some airports have more enplanements with higher load factors indicating that the community is embracing the air carrier service. Using CY 2022 data the table below depicts number of departures, capacity, enplanements, and load factor.

Airport	Departure Count	Capacity	Enplanements	Load Factor
CGI	640	29,500	8,713	29.5%
COU	1,639	104,478	81,643	78.1%
ICT	9,940	970,904	762,309	78.5%
JLN	639	31,950	20,786	65.1%
SGF	8,542	649,512	539,344	83.0%
XNA	12,192	1,041,698	812,848	78.0%

ICT, SGF, and XNA lead in enplanements and they also have similar load factors.

4. Metropolitan Statistical Area

A Metropolitan Statistical Area (MSA) is a geographic region that includes a core city with a large population and its surrounding region, which may include several adjacent counties. The general concept of a MSA is that of a core area containing a substantial population nucleus, together with adjacent communities having a high degree of economic and social integration with that core.

	MSA
CGI	97,517
COU	210,864
ICT	647,610
JLN	181,409
SGF	475,432
XNA	525,032

Source: MSA 2020 Census

COU, CGI, and JLN have similar MSAs with ICT, SGF and XNA having significantly more populations.

Peer Airport Land Lease Rate Comparison

CGI rates differ based upon whether the tenant built the facility. As an incentive to encourage development, CGI offers a land rental rate of $0.16 per square foot per annum. In the case of a tenant who is leasing an existing facility the land rental rate is $0.20 per square foot per annum. XNA does not have any nonaeronautical land leases. COU is in the process of updating their rates based upon an appraisal to be accomplished by the end of this calendar year.

Airport	Escalation Method	Aeronautical Rate/SF/Annum	Nonaeronautical Rate/SF/Annum
CGI	Accumulated CPI every 5 years	$0.16 or $0.20	$0.16 or $0.20
COU	Accumulated CPI every 5 years	$0.08	$0.08
ICT	Annual 3% Fixed	$0.542	$0.542
JLN	Per Land Lease Rate Schedule	$0.129	$0.129
SFG	Accumulated CPI every 5 years	$0.27	$0.27
XNA	Annual 2% Fixed	$0.35	N/A

Observations

Aeronautical vs Non-Aeronautical Lease Rates

JLN does not distinguish between aeronautical and non-aeronautical land for the purpose of the land lease rate. Neither do the peer airports.

CPI vs Annual Fixed Rate

JLN escalates rents based on a predetermined amount negotiated with the FAA. Other peer airports - ICT (3%) and XNA (2%) - automatically increase rates at fixed intervals annually. Others utilize Consumer Price Index (CPI-U).

Critiques of the usage of CPI-U would contend that those indicators that determine variability in CPI-U are not the same indicators utilized in determining commercial real estate valuations, especially on airports. There may be some merit in the argument, however, CPI-U is measurable, undisputable, dependable, and historical. And until there is some other "measurement" that meets the same qualities as CPI-U, we recommend, when able, to use CPI-U as an annual escalator. Although automatic escalations set on a predetermined percentage may provide that comfort level from the tenant and an airport knowing what the rents shall be each year over time, it does little to recognize market fluctuations.

If JLN were to enact escalations based upon CPI-U, it is recommended to do so annually and not wait every 5 years to sum the aggregate of CPI-U over that period. CGI and COU use this method. By escalating the CPI-U annually, the end financial result favors JLN (discussed in more detail below), however, escalating once every five years means that the increase in rent could be substantial on a percentage basis. In other words, the difference in rents from what was paid in Year 6 is noticeably more than in Year 5. If annual escalations are calculated, then the increase is gradual and less impactful when compared between escalation years. This method is more psychological than financial to your tenants; however, tenant relations may not be "strained" when annual escalations are calculated. Smaller increments taken over a 10-year

period will result in more revenue to JLN than taking the same 5-year escalation only once in a 10-year period.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Example 1	$100,000	$100,000	$100,000	$100,000	$100,000	$115,000	$115,000	$115,000	$115,000	$115,000	**$1,075,000**
Example 2	$100,000	$103,000	$106,090	$109,273	$112,551	$115,927	$119,405	$122,987	$126,677	$130,477	**$1,146,388**

- Example 1 assumes the initial rent is $100,000 per year and that the rent remains constant for 5 years. In year 6 it is calculated that for years 6 -10 (5-year period) the previous CPI over the preceding 5 years was 15% (3% per year). The total is $1,075,000.

- Example 2, annual escalations were taken for all 10 years of 3% - the sum would be $1,146,387 ($71,387 more than one-time escalation).

The key being that in Example 1 the difference in rent between Years 5 and 6 is $15,000 but the highest difference in Example 2 would be between years 9 and 10. That escalation is only $3,800. Constant incremental “steps” up the stairway rather than taking “floors” at a time.

It is also suggested that if annual escalations are put into place that JLN cap the amount of such escalation. If the cap is, for example 3%, your tenant can now calculate their maximum rent over a 10 or even 15-year period. And in fact, the actual amount paid may be less given the relatively low historical inflation rate. Albeit not currently, however, even in these inflationary conditions, placing a cap will provide your tenant comfort knowing that rents will not follow these extreme conditions.

CMT provides this information above so that if in 2030 the appraisal reveals that JLNs Lease Rate Schedule has indeed brought the rents to fair market value, that JLN merely consider alterative methods in escalation than at a fixed value.

JLN Land Lease Rate Schedule

Based upon what the data above exposed, one can categorize the airports presented in this Study into two distinct groups, SGF, ICT, and XNA in one group - and JLN, CGI, and COU in another.

SFG, ICT, XNA have more operations, enplanements and a larger MSA than CGI, COU, and JLN. JLN ranks third in the number of based aircraft. In all other categories JLN ranks below third.

The fact that SFG, ICT and XNA commands higher land rental rates than CGI, COU, and JLN is therefore predictable. And that CGI, COU and JLN have “lower but similar” land rental rates is also predictable.

For the period 2025 – 2029 the predetermined Land Lease Rate for JLN will rise from $0.129 to $0.149, an increase of 15.5%. This appears, in consideration of the factors identified above, to be a reasonable fair market return as compared to JLN’s identified peer airports.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-535 – Approving Redevelopment Project 1A of the 32nd Street Place TIF Plan

MEETING DATE
July 17, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-535 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 1A of the 32nd Street Place TIF Plan generally located to the north of Hammons Boulevard and the east of Rangeline Road and south of 32nd Street.

BACKGROUND
Woodsonia Joplin, LLC (the developer) submitted a proposed TIF (tax increment financing) Plan several months ago, called the 32nd Street Place TIF. A meeting of the TIF Commission was held on October 29, 2020 to consider the proposed TIF Plan. Staff presented an analysis of the proposed TIF, as well as Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission approved the TIF Plan unanimously, with two members being absent.

The 32nd Street Place TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the developer will pay for the development up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the developer will be reimbursed from these proceeds generated by the development. The total project cost is nearly $188.9 million, with just over $30.1 million eligible for TIF and CID reimbursement.

This ordinance approves Project 1A of the 32nd Street Place TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION

Staff recommends removing from the table and passing on Second Reading and Third Reading.

COUNCIL BILL NO. 2020-535 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 1A of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on December 28, 2020, the City of Joplin, Missouri (the "City") adopted the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 1A included therein by Ordinance No. 2020-___, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 1C, 2A, 2B, 3, 4, and 5 in Redevelopment Project Areas 1A, 1B, 1C, 2A, 2B, 3, 4, and 5, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 1A legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 1A"). Redevelopment Project 1A includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 1A. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 1A exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 1A, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 1A by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 1A shall be allocated to and, when collected, shall be paid by the Newton County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 1A, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 1A over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 1A

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 226.08 FEET; THENCE SOUTH 88°36°58" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET TO A POITN ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 116.82 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 88°58'32" WEST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 270.47 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71, A DISTANCE OF 124.30 FEET TO THE POINT OF BEGINNING. CONTAINING 36,431.69 SQ. FEET (0.84 ACRES).

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-536 – Approving Redevelopment Project 1B of the 32nd Street Place TIF Plan

MEETING DATE
July 17, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-536 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 1B of the 32nd Street Place TIF Plan generally located to the north of Hammons Boulevard and the east of Rangeline Road and south of 32nd Street.

BACKGROUND
Woodsonia Joplin, LLC (the developer) submitted a proposed TIF (tax increment financing) Plan several months ago, called the 32nd Street Place TIF. A meeting of the TIF Commission was held on October 29, 2020 to consider the proposed TIF Plan. Staff presented an analysis of the proposed TIF, as well as Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission approved the TIF Plan unanimously, with two members being absent.

The 32nd Street Place TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the developer will pay for the development up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the developer will be reimbursed from these proceeds generated by the development. The total project cost is nearly $188.9 million, with just over $30.1 million eligible for TIF and CID reimbursement.

This ordinance approves Project 1B of the 32nd Street Place TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION

Staff recommends removing from the table and passing on Second Reading and Third Reading.

COUNCIL BILL NO. 2020-536 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 1B of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on December 28, 2020, the City of Joplin, Missouri (the "City") adopted the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 1B included therein by Ordinance No. 2020-___, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 1C, 2A, 2B, 3, 4, and 5 in Redevelopment Project Areas 1A, 1B, 1C, 2A, 2B, 3, 4, and 5, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 1B legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 1B"). Redevelopment Project 1B includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 1B. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 1B exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 1B, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 1B by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 1B shall be allocated to and, when collected, shall be paid by the Newton County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 1B, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 1B over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 1B

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 1347.65 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE SOUTH 01°27'26" WEST, ALONG THE EAST LINE OF SAID LOT 2, FRACTIONAL NORTHWEST QUARTER, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF MISSOUR ROUTE FF (32ND STREET), AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°29'34" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, PARALLELL TO THE NORTH LINE OF SAID FRACTIONAL NORTHWEST QUARTER, A DISTANCE OF 29.03 FEET; THENCE SOUTH 80°14'04" EAST, A DISTANCE OF 78.18 FEET; THENCE SOUTH 88°25'07" EAST, A DISTANCE OF 72.19 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 66°54'49" EAST, A RADIUS OF 40.00 FEET, FOR AN ARC DISTANCE OF 30.03 FEET; THENCE SOUTH 01°19'17" WEST, A DISTANCE OF 195.90 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 366 AT PAGE 3671; THENCE SOUTH 88°28'07" EAST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 72.19 FEET TO THE BEGINNING OF A NON-TANGENCT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 09°26'37" EAST, A RADIUS OF 513.50 FEET, FOR AN ARC DISTANCE OF 62.97 FEET; THENCE SOUTH 12°57'24" EAST, A DISTANCE OF 175.82 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 05°39'52" EAST, A RADIUS OF 486.50 FEET, FOR AN ARC DISTANCE OF 123.84 FEET; THENCE SOUTH 01°37'40" WEST, A DISTANCE OF 305.61 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE , HAVING A CHORD BEARING SOUTH 02°52'33" WEST, A RADIUS OF 486.50 FEET, FOR AN ARC DISTANCE OF 21.19 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 430.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 07°21'44" WEST, A RADIUS OF 506.16 FEET, FOR AN ARC DISTANCE OF 55.27 FEET; THENCE SOUTH 10°36'02" WEST, A DISTANCE OF 157.25 FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 88°36'06"

WEST, ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 128.98 FEET; THENCE NORTH 01°23’54” EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 545.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 88°36’06” WEST, ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 775.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 01°23’54” WEST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 170.88 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°55’26” WEST, ALONG THE NORTH LINE OF SAID TRACT AND THE NORTH LINE OF PARCEL 4 DRURY FIRST SUBDIVISION, A DISTANCE OF 329.77 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404; THENCE NORTH 01°16’16” EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 257.60 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 87°52’40” EAST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION, A DISTANCE OF 200.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 01°17’42” EAST, ALONG THE EAST LINE OF SAID LOT 1 AND THE EAST LINE OF LOT 2 OF SAID DARRELL L. ROGERS 2008 TRUST ADDITION, A DISTANCE OF 401.94 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 87°52’40” WEST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 199.56 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 877 AND AS SURVEYED BY LS 2514 AND RECORDED IN PLAT BOOK 4 AT PAGE 54; THENCE NORTH 01°17’42” EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 51.76 FEET; THENCE SOUTH 88°59’15” EAST, A DISTANCE OF 263.15 FEET; THENCE NORTH 01°20’43” EAST, A DISTANCE OF 263.15 FEET TO A POINT ON THE SOUTH LIEN OF A TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685; THENCE SOUTH 88°39’17” EAST, ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 85.99 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 01°20’14” EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 8.32 FEET; THENCE SOUTH 88°25’13” EAST, A DISTANCE OF 382.79 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF NORTH 76°18’13” EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.78 FEET; THENCE NORTH 62°59’55” EAST, A DISTANCE OF 14.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARNG OF NORTH 77°16’04” EAST, A RADIUS OF 178.05 FEET, FOR AN ARC DISTANCE OF 97.60 FEET; THENCE SOUTH 88°25’13” EAST, A DISTANCE OF 16.18 FEET; THENCE NORTH 01°34’47” EAST, A DISTANCE OF 217.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID MISSOURI ROUTE FF; THENCE SOUTH 88°29’34” EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 39.55 FEET TO THE POINT OF BEGINNING. CONTAINING 1,136,885.3 SQ FEET (26.10 ACRES).

AMENDED BYLAWS

OF

THE JOPLIN SPORTS AUTHORITY

ARTICLE I

Name and Purpose

Section 1. Name. The name of the Corporation shall be The Joplin Sports Authority, Inc., (hereinafter referred to as the "Corporation").

Section 2. Purpose. The purpose for which the Corporation is organized is as set forth in the Articles of Incorporation of the Corporation.

ARTICLE II

Locations of Offices

Section 1. Offices. The principal office of the Corporation shall be located in Joplin, Missouri.

Section2. Other offices. The Corporation may have offices at such other place or places, either within or without the State of Missouri, as the Board of Directors may, from time to time, designate.

ARTICLE III

Board of Directors

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors (hereinafter referred to as the "Board"). Unless otherwise specified, Directors need not be residents of the State of Missouri. The Directors shall select one of their members who shall serve as Chairman, and preside over Board meetings.

Section 2. Number, Qualification, and Terms. The Board shall consist of eleven

(11) members. There shall be four (4) classes of Directors: appointed, citizen, at-large, and ex-officio. The Directors shall be selected as set forth herein. The term for all Directors shall be three (3) years unless otherwise provided. No Director shall serve more than two (2) successive full terms, and, Directors shall not be eligible for further appoint to the Board until one (1) year after the expiration of the second full term. Directors, unless otherwise noted below are not required to be residents of the City of Joplin; however, in no event shall the total number of Directors who are not residents of the City of Joplin exceed five (5).

Section 3. Appointed Directors. By virtue of their position, the holders of the following positions shall automatically be Directors of the Corporation:

(a) Athletic Director of MSSU

(b) Athletic Director of Joplin R-8

(c) Director, Joplin Convention and Tourism Bureau

(d) Director, Parks and Recreation, City of Joplin

Appointed Directors may be but shall not be required to be residents of the City. Appointed directors shall have all rights and privileges as Directors of the Corporation, including the power to vote on corporate questions. Term limits do not apply to Appointed Directors.

Section 4. Citizen Directors. The Council of the City of Joplin shall select at least four (4) residents of the City who are interested in and dedicated to, the promotion of sports in the city and region for the position of Directors of the corporation. Citizen Directors shall have all rights and privileges as Directors of the Corporation, including the power to vote on corporate questions.

Section 4.5. At –Large Directors. The Council of the City of Joplin shall select three

(3) area residents who are interested in and dedicated to, the promotion of sports in the city and region for the position of Directors of the corporation. Citizen Directors shall have all rights and privileges as Directors of the Corporation, including the power to vote on corporate questions.

Section 5. Ex-officio Board members. In addition to the appointed and citizen members of the Board, the executive Director of the Corporation, and the mayor of the City of Joplin or his designee among the Council of the City of Joplin shall be ex-officio members of the Board of Directors. Ex-officio members shall be entitled to all notices and documents and shall have the right to speak on any issue before the Board but they shall have no vote on Corporation issues. Ex officio members shall not count against the total of 11 members allowed to serve as board members or quorum requirements. Term limits do not apply to Ex-officio Board members.

Section 5.1. Founders chair. In addition to other ex-officio member there is hereby created an ex-officio member position to be known as the founder's chair. Any person appointed to the founder's chair shall be an individual who has served the maximum term as a Director of the Corporation, has shown outstanding dedication to the Corporation and the promotion of sports marketing in Joplin and the area. The founder's chair shall be appointed by the Council of the City of Joplin City and shall serve without term at the pleasure of the Council. The founders chair shall have the same rights and privileges of any other ex-officio member as described in section 5 above and none other. The founders chair shall not count against the total of 11 members allowed to serve as board members.

Section 6. Resignation and removal. A Director may resign at any time by submitting his written resignation to the chairman of the Board. Resignations shall be

effective on the date specified therein, or, if no date is specified, upon receipt by the chairman. A Director may be removed, with or without cause, by a majority vote of the Directors then in office. Resignation of removal shall also constitute resignation from any committee of which such Director is a member and from any office held by such Director.

Section 7. Vacancies. A Director shall be selected by the Council of the City of Joplin to fill a vacancy for the unexpired term of his predecessor in office. Any vacancy in an appointed or ex-officio Director shall be filed by the individual selected to fill such position.

Section 8. Attendance. Directors are encouraged to attend meetings in order to promote the business and operation the corporation. Directors are required to attend at least one-half (1/2) of the Board meetings held each year. A Director who fails to meet the above attendance requirement or who misses three (3) consecutive regularly scheduled meetings may be removed from office. A Director may attend a meeting by electronic communications, such as telephone or video conference, but not more than three (3) regular meetings per year.

Section 9. Regular meetings. Regular quarterly meetings of the Board shall be held at least quarterly at the principal place of business of the Corporation or as specified in the notice of the meeting. The meeting held during March shall be the annual meeting of the Board.

Section 10. Agenda for annual meeting. The agenda for the annual meeting of the Board shall be as follows:

(a) Call to order by the Chairman;

(b) Approval of minutes of the preceding meeting;

(c) Committee reports;

(d) Reports of officers;

(e) Any business;

(f) Recognition of Directors who shall immediately assume office;

(g) Election or appointment by current Directors of officers of the Corporation.

Section 11. Special meetings. Special meetings of the Board may be called by or at the request of the chairman of the President or two (2) Directors. The person or persons calling a special meeting of the Board may fix any place, either within or without the State of Missouri, as the place for holding any special meeting of the Board called by them.

Section 12. Notice. Written or printed notice stating the place, day, hour of the meeting and, in case of a special meeting, the purpose or purposes for which it is called shall be delivered not less than two (2) nor more than forty (40) days before the date of the meeting, either personally, by mail or by telegram by or at the direction of the Chairman or the secretary to each member of the Board. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of the Corporation, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 13. Quorum. A majority of the whole Board present in person shall constitute a quorum of the transaction of any business at any meeting of the Board;

provided, however, that less than a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 14. Voting. A Director shall have one vote and proxy may not be used.

Section 15. Manner of acting. The act of a majority of the Directors present in Person at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law, the articles of incorporation or these Bylaws.

Section 16. Compensation. Directors as such shall not receive any stated salaries for their services. Notwithstanding the foregoing, nothing contained in this section shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Officers

Section 1. Officers. The officers of the Corporation shall be a Chairperson, one or more, Vice Chairpersons, a secretary, a treasurer, the executive Director, and such other officers as may be elected or appointed in accordance with the provisions of this article. The Board may elect or appoint such other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two (2) or more offices may be held by the same person, except the offices of chairman and secretary.

Section 2. Election and term of office. The officers of the Corporation shall be elected by the Board at its annual meeting. If the election of the officers shall not be held at such meeting, such election shall be held soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board. Each officer shall hold office

for one (1) year and until his successor shall have been duly elected and shall have qualified. No person except executive Director shall serve in any single office for more than three (3) consecutive one-year terms. After an absence of one (1) year in any office, such person shall be eligible for re-election to that office for up to three (3) additional consecutive one-year terms

Section 3. Removal. Any officer elected or appointed by the Board may be removed by a majority vote of the Directors then in office whenever in their judgment the best interests of the Corporation would be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer, however, shall not of itself create any contract rights.

Section 4. Vacancies. A vacancy in any office due to death, resignation, removal, and disqualification or otherwise may be filled by the Board for the unexpired portion of the term.

Section 5. Chairperson. The Chairperson shall preside at all meetings of the Board. He shall see that all orders and resolutions of the Board are carried into effect and in general shall perform all duties incident to the office of Chairperson and such other duties as may be assigned by the Board. He shall prepare for a formal report of all activities of the Corporation, which shall be made available within thirty (30) days of the close of the Corporation's fiscal year.

Section 6. Vice President. The Vice-Chairperson shall act in the absence of the Chairperson, in which case he shall have all the power and authority of the Chairperson.

Section 7. Secretary. The secretary shall record or cause to be recorded minutes of all meetings of the Board. He shall give or cause to be given notices of all meetings.

Section 8. Treasurer. Two signatures of the designated Board members shall be required on all corporate checks. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever; and deposit all such monies in the name of the Corporation in such as banks, trust companies, or other depositories as shall be selected in accordance with the provisions of article VIII of these Bylaws. The treasurer shall, with the advice of the President, prepare an annual budget for the Corporation. The treasurer shall, with the advice of the President, submit quarterly reports of the Corporation's fiscal affairs to the City of Joplin's finance Director. The treasurer shall perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the Board.

Section 9. Assistant secretaries and assistant treasurers. If required by the Board, the assistant treasurers shall give bonds for the faith discharge of their duties in such sums and with such sureties as the Board shall determine. The assistant secretaries and assistant treasurers, in general, shall act respectively in the absence of the secretary or the treasurer, in which case they shall have all the power and authority of the secretary and treasurer. The assistant secretaries and assistant treasurers shall perform such duties as shall be assigned to them by the secretary, the treasurer, or by Board.

Section 10. Executive Director. The Corporation may select an executive Director, who shall provide all services to the Corporation customary to this position, and who may, with authority of the Board of Directors, enter into contracts on behalf of the Corporation, the executive Director shall receive reimbursement for his expenses, and my receive a reasonably salary for his duties on behalf of the Corporation.

ARTICLE V

Committees

Section 1. Committees of the Board. The Board, by resolution adopted by a majority of the Directory's in office, may designate and appoint one or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in said resolutions or these Bylaws, shall have and exercise the authority of the Board in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Corporation; amending the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation of revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board which by its terms provides that is shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it or him by law.

Section 2. Other committees. Other committees not having and exercising the authority of the Board in the management of the Corporation may by designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Expect as otherwise provided in such resolution or by these Bylaws, members of each such committee shall be members of the Board, and the chairman of the Corporation shall appoint the members thereof. Any member thereof may be removed by

the person or persons authorized to appoint such members whenever in their judgment the best interests of the Corporation shall be served by such removal.

Section 3. Term of office. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the member thereof.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, or there Bylaws, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws, or with rules adopted by the Board.

ARTICLE VI

Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized or required by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific

instances.

Section 2. Checks, drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the treasurer or an assistant treasurer; provided, however, that any checks, drafts or orders for the payment of money, notes or other evidences of indebtedness of the Corporation exceeding Five Hundred Dollars ($500.00), shall be countersigned by the Chairperson of the Corporation or his designee.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies and other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VII

Indemnification

Section 1. Actions Other Than By or in the Right of the Corporation. The Corporation may indemnify any person who was or is a part or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding whether civil, criminal, administrative or investigative, other than an action by or in the right of the

Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonably cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.

Section 2. Actions by or in the right of the Corporation. The Corporation may indemnify any person who was or is a party or is threatened to me made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for

negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses which the court shall deep proper.

Section 3. Indemnification against expenses. To the extent that a Director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 1 and 2 of this article, or in defense of any claim, issue or matter therein, he shall be indemnified against expense, including attorneys' fees, actually and reasonably incurred by him in connection with the action, suit or proceeding.

Section 4. Authorization of indemnification. Any indemnification under sections 1 and 2 of this article, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this article. The determination shall be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding or, if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

Section 5. Payment of expenses in advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of the action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or

agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this article.

Section 6. Provisions not exclusive. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled to under any Bylaw, agreement, vote of the disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Insurance. The Corporation may purchase and maintain on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this article.

Section 8. Definitions. For the purpose of this article, references to "the Corporation" include all constituent Corporations absorbed in a consolidation or merger as well as the resulting or surviving Corporation so that any person who is or was a Director, officer, employee or agent of such a constituent Corporation or is or was serving at the request of such constituent Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this article with respect to the resulting or surviving

Corporation as he would if he had served the resulting or surviving Corporation in the same capacity.

For the purposes of this article, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and the term "serving at the request of the Corporation" shall include any service as a Director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such Director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Corporation" as referred to in this article.

ARTICLE VIII

Conflicts of Interest

Each Director prior to taking his position on the Board of Directors, and all present Directors as soon as practical after the adoption of this policy, shall submit in writing to the Chairperson of the Corporation a list of all business or other organizations of which the Director is an officer, member, owner, or employee, or for which he acts as an agent, with which the Corporation transacts business, or might reasonably in the future transact business or enter into a relationship in which the Director may have a conflicting interest. Each written statement shall be submitted with any necessary changes as they occur. Within ten (10) days prior to the annual meeting of the Board of Directors, the secretary shall mail to each Director his or her current statement for review. Prior to the annual

meeting of the Board of Directors, each Director shall return the statement either verifying its accuracy or making necessary changes. The chairman of the Board of Directors shall become familiar with the statements of all Directors in order to guide his conduct should a conflict arise. The vice chairman of the Board of Directors shall be familiar with the statement files by the chairman of the Board of Directors.

No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other Corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director of officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board or committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(2) The contract or transaction is fair as to the Corporation as of the time it is authorized or approved by the Board, or a committee thereof, or the sole member.

Common or interest Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee which authorizes the contract or transaction.

ARTICLE IX

Books and Records

The Corporation shall keep correct and complete books and records of account, shall keep minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep, at the registered or principal office, a record giving the names and addresses of the members of the Board.

ARTICLE X

Fiscal Year

The fiscal year of the Corporation shall begin on the first day of November and end of the last day of October in each year.

ARTICLE XI

Seal

The Board shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "corporate seal, State of Missouri".

IN WITNESS WHEREOF, the parties have caused these presents to be executed on this 5th day of May, 2020.

The Joplin Sports Authority, Inc.
A Missouri Non-Profit Corporation

By: _____
Chairman

Attest: _____
Barbara Gollhofer
City Clerk

Approved and affirmed by the Joplin City Council by Resolution Number 2020-006 on the 4th day of May, 2020.

AMENDED BYLAWS

5-24-23

AMENDED BYLAWS

OF

THE JOPLIN SPORTS AUTHORITY

ARTICLE I

Name and Purpose

Section 1. Name. The of the Corporation shall be The Joplin Sports Authority, Inc., (hereinafter referred to as the "Corporation").

Section 2. Purpose. The purpose for which the Corporation is organized is as set forth in the Articles of Incorporation of the Corporation.

ARTICLE II

Locations of Offices

Section 1. Offices. The principal office of the Corporation shall be located in Joplin, Missouri.

Section 2. Other offices. The Corporation may have offices at such other place or places, either within or without the State of Missouri, as the Board of Directors may, from time to time, designate.

ARTICLE III

Board of Directors

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors (hereinafter referred to as the "Board"). Unless otherwise specified, Directors need

not be residents of the State of Missouri. The Directors shall select one of their members who shall serve as Chairman and preside over Board meetings.

Section 2. Number, Qualification, and Terms. The Board shall consist of eleven (11) voting members and two (2) ex-officio members with a total of thirteen (13) members. There shall be four (4) classes of Directors: appointed, citizen, at-large, and ex-officio. The Directors shall be selected as set forth herein. The term for all Directors shall be three (3) years unless otherwise provided. No Director shall serve more than two (2) successive full terms, and Directors shall not be eligible for further appoint to the Board until one (1) year after the expiration of the second full term. Directors, unless otherwise noted below are not required to be residents of the City of Joplin; however, in no event shall the total number of Directors who are not residents of the City of Joplin exceed five (5).

Section 2.1. Appointed Directors. By virtue of their position, the holders of the following positions shall automatically be Directors of the Corporation:

(a) Athletic Director of MSSU

(b) Athletic Director of Joplin R-8

(c) Director, Joplin Convention and Tourism Bureau

(d) Director, Parks and Recreation, City of Joplin

Appointed Directors may be but shall not be required to be residents of the City. Appointed Directors shall have all rights and privileges as Directors of the Corporations, including the power to cote on corporate questions. Term limits do not apply to Appointed Directors.

Section 2.2. Citizen Directors. The Council of the City of Joplin shall select at least four (4) residents of the City who are interested in and dedicated to, the promotion of sports in the city and region for the position of Directors of the corporation. Citizen Directors shall have all

rights and privileges as Directors of the Corporation, including the power to vote on corporate questions.

Section 2.3. At—Large Directors. The Council of the City of Joplin shall select three (3) area residents who are interested in and dedicated to, the promotion of sports in the city and region for the position of Directors of the Corporation, including the power to vote on corporate questions.

Section 2.4. Ex-officio Board members. In addition to the appointed and citizen members of the Board, the executive Director of the Corporation, and the mayor of the City of Joplin or his designee among the Council of the City of Joplin shall be ex-officio members of the Board of Directors. Ex-officio members shall be entitled to all notices and documents and shall the right to speak on any issue before the Board, but they shall have no vote on Corporation issues. Ex-officio members shall not count against the total of eleven (11) members allowed to serve as board members or quorum requirements. Term limits do not apply to Ex-officio Board members.

Section 2.4.1. Founders chair. In addition to other ex-officio members there is hereby created an ex-officio member position to be known as the founder's chair. Any person appointed to the founder's chair shall be an individual who has served the maximum term as a Directors of the Corporation, has shown outstanding dedication to the Corporation and the promotion of sports marketing in Joplin and the area. The founders chair shall be appointed by the Council of the City of Joplin and shall serve without term at the pleasure of the Council. The founders chair shall have the same rights and privileges of any other ex-officio member as described in section five (5) above and none other. The founders chair shall not count against the total of thirteen (13) members allowed to serve as board members.

Section 3. Resignation and removal. A Director may resign at any time by submitting their written resignation to the person of the Board. Resignations shall be effective on the date specified therein, or, if no date is specified, upon receipt by the chairman. A Director may be removed, with or without cause, by a 2/3 majority vote of the Directors then in office. Resignation or removal shall also constitute resignation from any committee of which such Director is a member and from any office held by such Director.

Section 4. Vacancies. A Director shall be selected by the Council of the City of Joplin to fill a vacancy for the unexpired term of their predecessor in office. All nominees submitted to the City of Joplin shall be distributed to the Joplin Sports Authority for review and recommendation. Any vacancy in an appointed or ex-officio Director shall be filed by the individual selected to fill such position.

Section 5. Attendance. Directors are encouraged to attend meetings in order to promote the business and operation of the corporation. Directors are required to attend at least one-half (1/2) of the Board meetings held each year. A Director who fails to meet the above attendance requirement or who misses three (3) consecutive regularly scheduled meetings may be removed from office. A Director may attend a meeting by electronic communications, such as telephone or video conference.

Section 6. Regular meetings. Regular quarterly meetings of the Board shall be held at least quarterly at the principal place of business of the Corporation or as specified in the notice of the meeting. The meeting held during the first quarter (preferably December) shall be the annual meeting of the Board.

Section 6.1. Agenda for annual meeting. The agenda for the annual meeting of the Board shall be as follows:

(a) Call to order by the Chairman

(b) Approval of minutes of the preceding meeting

(c) Committee reports

(d) Reports of officers

(e) Any business

(f) Election of appointment by current Directors of officers of the Corporation

Section 7. Special meetings. Special meetings of the Board may be called by, or at the request of the chairperson or two (2) Directors. The person or persons calling a special meeting of the Board may fix any place, either within or without the State of Missouri, as the place for holding any special meetings of the Board called by them.

Section 8. Notice. Written or printed notice stating the place, day, hour of the meeting and, in case of a special meeting, the purpose or purposes for which it is called shall be delivered not less than two (2) nor more than forty (40) days before the date of the meeting, either personally, by email or text or at the direction of the person or the secretary to each member of the Board. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called convened.

Section 9. Quorum. A majority of the whole Board present in person or by remote or virtual shall constitute a quorum of the transaction of any business at any meeting of the Board. However, that less than a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 10. Voting. A Director shall have one vote and proxy may be used if approved by the Board. The notification of any proxy shall be in writing and shall include name and position/title of proxy sent to the Executive Director.

Section 11. Manner of acting. The act of a majority of the Directors present in person at a meeting at which a quorum exists shall be the act of the Board, unless the act of a greater number is required by law, the articles of incorporation or these Bylaws.

Section 12. Compensation. Directors as such shall not receive any stated salaries for their services. Notwithstanding the foregoing, nothing contained in this section shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Officers

Section 1. Officers. The officers of the Corporation shall be a Chairperson, one or more, Vice Chairpersons, a Secretary, a Treasurer, the Executive Director, and such other offices as may be elected or appointed in accordance with the provisions of this article. The Board may elector appoint such other officers as it shall deem desirable, such offices to have the authority and perform the duties prescribed from time to time by the Board. Any two (2) or more offices may be held by the same person, except the offices of person and secretary.

Section 1.1. Chairperson. The Chairperson shall preside at all meetings of the Board. They shall see that all orders and resolutions of the Board are carried into effect and in general shall perform all duties incident to the office of Chairperson and such other duties as may be

assigned by the Board. The Chairperson may not be selected from the appointed directors position.

Section 1.2. Vice Chairperson. The Vice-Chairperson shall act in the absence of the Chairperson, in which case he shall have all the power and authority of the Chairperson. The Vice-Chairperson may not be selected from the appointed directors position.

Section 1.3. Secretary. The Secretary shall record or cause to be recorded minutes of all meetings of the Board. They shall give or cause to be given notices of all meetings. The Secretary position cannot be filled by an appointed position of a City of Joplin employee.

Section 1.4. Treasurer. Two signatures are required for over the amount of $500. These signatures must be from a designated Board member and shall be required on all corporate checks. The treasurer or their designee shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for such monies in the name of the Corporation such as banks, trust companies, or other depositories as shall be selected in accordance with the provisions of article VIII of these Bylaws. The treasurer shall, with the approval of the Chairperson, serve as Vice Chair of the Budget and Audit Committee. The treasurer shall perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to them by the Board. The Treasurer position cannot be filled by an appointed position of a City of Joplin employee.

Section 1.5. Assistant secretaries and assistant treasurers. If required by the Board, the assistant treasurers shall give bonds for the faith discharge of their duties in such sums and with such sureties as the Board shall determine. The assistant secretaries and assistant treasurers, in general, shall act respectively in the absence of the secretary and treasurer. The assistant

secretaries and assistant treasurers shall perform such duties as shall be assigned to them by the secretary, the treasurer, or by Board.

Section 1.6. Executive Director. The Corporation may select an Executive Director, who shall provide all services to the Corporation customary to this position, and who may, with authority of the Board of Directors, enter into contracts on behalf of the Corporation, the Executive Director shall receive reimbursement for any expenses, and may receive a reasonable salary for duties on behalf of the Corporation.

Section 2. Election and term of office. The officers of the Corporation shall be elected by the Board at its annual meeting. If the election of the officers shall not be held at such meeting, such election shall be held soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board. Each officer shall hold office for one (1) year and/or until their successor shall have been duly elected and shall have qualified. No person except Executive Director shall serve in any single office for more than three (3) consecutive one-year terms. After an absence of one (1) year in any office, such person shall be eligible for re-election to that office for up to three (3) additional consecutive one-year terms.

Section 3. Removal. Any officer elected or appointed by the Board may be removed by a majority vote of the Directors then in office whenever in their judgement the best interests of the Corporation would be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer, however, shall not of itself create any contract rights.

Section 4. Vacancies. A vacancy in any office due to death, resignation, removal, and disqualification or otherwise may be filled by the Board for the unexpired portion of the term.

ARTICLE V

Committees

Section 1. Committees of the Board. The Board, by resolution adopted by a majority of the Directory's in office, may designate and appoint one or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in said resolutions or these Bylaws, shall have and exercise the authority of the Board in reference to amending, altering ore repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Corporation; amending the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation of revoking proceedings therefor, adopting a plan for the distribution of the assets, of the Corporation, or amending, altering, or repealing any resolution of the Board which by its terms provides that is, shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or any individual Director of any responsibility imposed upon it or him by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution or by these Bylaws, members of each such committee shall be members of the Board, and the chairman of the Corporation shall appoint the members

thereof. Any member thereof may be removed by the person or persons authorized to appoint such members whenever in their judgement the best interests of the Corporation shall be served by such removal.

Section 3. Term of office. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the member thereof.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, or their Bylaws, a majority of the whole committee shall constitute and quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws, or with rules adopted by the Board.

ARTICLE VI

Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized or required by these Bylaws, to enter

into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the treasurer or an assistant treasurer; provided, however, that any checks, drafts or orders under $500 one (1) signee needed for the payments of money, notes or other evidence of indebtedness of the Corporation exceeding five hundred dollars ($500), shall be countersigned by the Chairperson of the Corporation or his designee.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies and other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VII

Indemnification

Section 1. Actions Other Than by or in the Right of the Corporation. The Corporation may indemnify any person who was or is a part or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another

Corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonably cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contenders or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.

Section 2. Actions by or in the right of the Corporation. The Corporation may indemnify any person who was or is a party or is threatened to me made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgement in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which

the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnify for such expenses which the court shall deep proper.

Section 3. Indemnification against expenses. To the extent that a Director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 1 and 2 of this article, or in defense of any claim, issue or matter therein, he shall be indemnified against expense, including attorney's fees, actually and reasonably incurred by him in connection with the action, suit or proceeding.

Section 4. Authorization of indemnification. Any indemnification underestimate section 1 and 2 of this article, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in this article. The determination shall be made by the Board by a majority vote of quorum consisting of Directors who were not parties to the action, suit or proceeding or, if such a quorum is not an obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

Section 5. Payment of expenses in advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of the action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this article.

Section 6. Provisions not exclusive. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled to under any Bylaw, agreement, vote of the disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Insurance. The Corporation may purchase and maintain on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this article.

Section 8. Definitions. For the purpose of this article, references to "the Corporation" include all constituent Corporations absorbed in a consolidation or merger as well as the resulting or surviving Corporation so that any person who is or was a Director, officer, employee or agent of such a constituent Corporation or is or was serving at the request of such constituent Corporation as a Director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this article with respect to the resulting or surviving Corporation as he would if he had served the resulting or surviving Corporation in the same capacity.

For the purposes of this article, the term " other enterprise" shall include employee benefits plans; the term "fines" shall include any excise taxes assessed on a person with respect

to an employee benefit plan; and the term "serving at the request of the Corporation" shall include any service as a Director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such Director, officer, employee or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Corporation" as referred to in this article.

ARTICLE VIII

Conflicts of Interest

Each Director prior to taking his position on the Board of Directors, and all present Directors as soon as practical after the adoption of this policy, shall submit in writing to the Chairperson of the Corporation a list of all business or other organizations of which the Director is an officer, member, owner, or employee, or for which he acts as an agent, with which the Corporation transacts business, or might reasonably in the future transact business or enter into a relationship in which the Director may have a conflicting interest. Each written statement shall be submitted with any necessary changes as they occur. Within ten (10) days prior to the December meeting of the Board of Directors the secretary or designee shall review all current statements of conflict of interest from all Board members. Prior to the annual meeting of the Board of Directors, each Director shall return the statement either verifying its accuracy or making necessary changes. The chairman of the Board of Directors shall become familiar with the statements of all Directors in order to guide his conduct should a conflict arise. The vice chairman of the Board of Directors shall be familiar with the statement filed by the chairman of the Board of Directors.

No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other Corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director of officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board or committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(2) The contract or transaction is fair as to the Corporation as of the time it is authorized or approved by the Board, or committee thereof, or the sole member.

Common or interest Directors may be counted in determining the presence of quorum at a meeting of the Board or a committee which authorizes the contract or transaction.

ARTICLE IX

Books and Records

The Corporation shall keep correct and complete books and records of account, shall keep minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep, at the registered or principal office, a record giving the names and addresses of the members of the Board.

ARTICLE X

Fiscal Year

The fiscal year of the Corporation shall begin on the first day of November and end of the last day of October in each year.

IN WITNESS WHEREOF,
the parties have caused these presents to be executed on this _____ day of _____, 2023.

The Joplin Sports Authority, Inc.

A Missouri Non-Profit Corporation

By: _____

Jhan Hurn

Chairperson

Attest: _____

Holly Nagy

City Clerk