COUNCIL AGENDA
August 20, 2018
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Susan Adams And Jon Schwarten With Joplin Workshops, Inc. 520 Michigan, Have A Presentation Regarding Economic Development Funding, Job Creation And Growth Of The Joplin Workshops, Inc.

   2. Shelly Kraft To Give A Presentation On The Discovery Center.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. Canvass Results Of The August 7, 2018 Primary Election

6. **Citizen Requests And Petitions**

   1. Ryan Jackson, 1729 S. Wall Ave. Would Like To Address The City Council Regarding Leadership.

   2. Tracy Nielson, 2812 E. Kennedy, Would Like To Address The City Council Regarding Harold McCoy, JPD, JFD Fallen Officers.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. Public Hearing For The FY 2018-19 Proposed Budget

      Documents:

      2019 BUDGET PRESENTATION.PDF

   3. Public Hearing On The 2018-19 Property Tax Rate

8. **Consent Agenda**

   1. August 6, 2018 City Council Informal Meeting Notes

      Documents:

      AUG 6- INFORMAL NOTES.PDF

   2. Minutes Of The August 6, 2018 City Council Meeting

      Documents:

CC MINS -AUG 6, 2018.PDF

3. AMENDED COUNCIL BILL NO. 2018-268

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1-PD property as described below and located as a track of land located north of 26th Street between Pearl Avenue and Wall Avenue, City of Joplin, Jasper County, Missouri.

Documents:

CB2018-268.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2018-137

AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds of Eleven Thousand Three Hundred Thirty-Four Dollars and No/100 ($11,334.00) to be used for operating assistance for the Metro Area Public Transit System (MAPS); and containing an emergency clause.

Documents:

CB 2018-137 SUMMARY SHEET.PDF
DRAFT GRANT AGREEMENT.PDF
TROLLEY INSIDE 2016.PDF
CB 2018-137.PDF

2. COUNCIL BILL NO. 2018-138

AN ORDINANCE approving a purchasing agreement between the City of Joplin, Missouri and Master's Transportation Inc. in the amount of One Hundred Ninety-Two Thousand Five Hundred Fifty-Four Dollars and No Cents ($192,554.00) for the purchase of (3) three light duty cut-a-way vehicles per the specifications of Bid #2018-07 and #2018-08; and containing an emergency clause.

Documents:

CB 2018-138 SUMMARY SHEET.PDF
CB 2018-138-ORDINANCE.PDF
MAPS BID TAB FORM-2018-138.PDF
TROLLEY BID TAB FORM-2018-138.PDF

3. COUNCIL BILL NO. 2018-139

AN ORDINANCE approving a construction agreement with Crews Construction Inc. in the not to exceed amount of One Million Three Hundred Eighty, and No/100 Dollars ($1,380,000.00) for construction services associated with the Rehabilitation of the Tin Cup Lift Station and containing an emergency clause.

Documents:

CB 2018-139_SUMMARY SHEET TIN CUP LS.PDF
CB 2018-139-ORDINANCE.PDF
BID TAB FORM-2018-139.PDF
00500 AGREEMENT 2018 CREWS-2018-139.PDF
LOCAL VENDOR PREFERENCE-2018-139.PDF

4. COUNCIL BILL NO. 2018-514
AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2018 in the amount of Seventeen and Ninety-Seven Hundredths Cents ($0.1797) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2018 in the amount of Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause.

Documents:

CB 2018-514 SUMMARY SHEET OF PROPERTY TAX LEVY.PDF
CB 2018-514 TAX LEVY ORDINANCE.PDF
CB 2018-514 AVERAGE PROPERTY TAX LEVY CALCULATION.PDF
CB 2018-514 PUBLIC HEARING NOTICE.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2018-025
AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

Documents:

SUMMARY_CB2018-025_ETHICS_RE-ADOPTION_FINANCIAL INTEREST DISCLOSURE STMT.PDF
CB2018-025_ETHICS_RE-ADOPTION SEC 2-107_FINANCIAL INTEREST DISCLOSURE DUE 9-15-2018.PDF

2. COUNCIL BILL NO. 2018-611
AN ORDINANCE approving the applications of Ozark Christian College, for 2019 Conference Series promotions; MSSU Alumni Association for Alumni Tracking Software; Phi Beta Sigma Fraternity (with George Washington Carver National Monument), for Carver Legacy Event; Active Lifestyle Inc., for Joplin Memorial Run; Joplin Disc Golf Club for 14th Annual Four State Open; Rufus Racing, for Summer Roundup Triathlon; Downtown Joplin Alliance for 2019 Events Marketing Campaign; ProMusica for 2019 Concert Series promotions; Joplin Art Fest Committee for the Joplin Arts Fest; Carl Junction Chamber of Commerce for the 19th Annual Carl Junction Bluegrass Festival; Emancipation Celebration Committee for Emancipation Park Day Celebration; Joplin History and Mineral Museum, for Museum Marketing Campaign; George A. Spiva Center for the Arts, for PhotoSpiva; Connect 2 Culture, for Fiddler's on the Route; Wildcat Glades Friends Group, for Shoal Creek Water Festival; and TwelveOne Race Management, for the Mother Road Marathon, for utilization of FY2019 Festivals and Celebrations

support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

Documents:

JCVB FY19 GRANT FUNDING ORDINANCE CB2018-611.PDF
JCVB FY19 GRANT FUNDING SUMMARY SHEET CB2018-611.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2018-266

   COUNCIL BILL NO. 2018-266 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2-PD property as described below and located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue, City of Joplin, Jasper County, Missouri.

   Documents:

   CB2018-266.PDF

13. Unfinished Business

14. New Business

1. News And Information From Public Information Officer Lynn Onstot
2. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys; And The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information More Specifically For The Purpose Of Evaluating Certain Council Employees; As Set Forth In Section 610.021(1) (3) RSMo, As Amended, 2017. 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.

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

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

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

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

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN



FY 2019
PROPOSED BUDGET

CITY OF JOPLIN
ESTIMATE OF NEEDS
PROJECTED FUND BALANCES
FOR FISCAL YEAR 2018-2019

	Audited Fund Balance at 10-31-17	Projected 2017-2018 Activity				Projected Fund Balance at 10-31-18	Projected 2018-2019 Activity				Projected Fund Balance at 10-31-19
		Sources	Operating Expenses	Capital Assets *	Total Expenses		Sources	Operating Expenses	Capital Assets *	Total Expenses	
General Fund	**18,559,953**	38,261,254	35,153,386	1,387,808	36,541,194	**20,280,013**	37,229,718	34,882,225	1,135,730	36,017,955	**21,491,776**
Convention & Tourism	**1,145,805**	1,406,100	1,302,752	18,000	1,320,752	**1,231,153**	1,408,000	1,303,362	28,750	1,332,112	**1,307,041**
Health & Welfare	**595,265**	2,516,480	2,399,882	13,009	2,412,891	**698,854**	2,550,374	2,487,228	40,350	2,527,578	**721,650**
Parks & Recreation	**7,622**	3,590,242	3,372,701	102,525	3,475,226	**122,638**	3,617,900	3,308,533	286,400	3,594,933	**145,605**
Solid Waste Management	**1,014,711**	3,003,421	2,870,243	10,000	2,880,243	**1,137,889**	3,011,950	2,867,258	10,850	2,878,108	**1,271,731**
Parks/Stormwater Sales Tax	**2,536,995**	3,787,500	1,203,661	1,893,500	3,097,161	**3,227,334**	3,790,563	1,198,499	4,435,000	5,633,499	**1,384,398**
Transportation Sales Tax	**6,470,716**	11,276,594	8,538,843	4,019,148	12,557,991	**5,189,319**	11,044,164	9,423,286	2,176,900	11,600,186	**4,633,297**
Capital Improvement Sales Tax	**13,392,292**	5,424,250	722,883	3,135,308	3,858,191	**14,958,351**	8,893,844	722,157	16,936,000	17,658,157	**6,194,038**
Community Development	**(1,326,117)**	8,353,938	8,350,864	2,629	8,353,493	**(1,325,672)**	8,094,146	8,000,468	50,000	8,050,468	**(1,281,994)**
Economic Development	**3,765,953**	36,300	-	-	-	**3,802,253**	25,000	-	-	-	**3,827,253**
Debt Service	**89,328**	150,000	148,024	-	148,024	**91,304**	150,000	150,774	-	150,774	**90,530**
Infrastructure Improvements	**(9,704,321)**	40,474,647	100,000	40,132,099	40,232,099	**(9,461,773)**	5,515,000	100,000	5,075,000	5,175,000	**(9,121,773)**
Revolving Public Improvements	**828,553**	30,000	68,250	-	68,250	**790,303**	30,000	68,250	-	68,250	**752,053**
EDA Grant	**(1,998,992)**	2,969,853	2,792	968,069	970,861	**-**	-	-	-	-	**-**
Regional Airport	**28,821,992**	3,620,760	2,230,206	2,216,488	4,446,694	**30,212,546**	8,095,246	2,282,541	6,776,650	9,059,191	**36,025,251**
Municipal Golf Course	**151,800**	1,047,493	772,474	157,699	930,173	**426,819**	585,500	730,946	128,680	859,626	**281,373**
Sanitary Sewer	**77,521,151**	14,087,700	13,564,017	11,040,787	24,604,804	**78,044,834**	14,234,200	13,699,584	6,257,700	19,957,284	**78,579,450**
Central Garage	**233,581**	1,565,000	1,567,261	3,811	1,571,072	**231,320**	1,575,000	1,564,531	19,700	1,584,231	**241,789**
Health Self-Insurance	**2,523,437**	5,432,300	5,294,607	7,193	5,301,800	**2,653,937**	5,582,300	5,307,800	-	5,307,800	**2,928,437**
Workers Compensation Self-Ins	**2,683,194**	911,646	801,703	-	801,703	**2,793,137**	677,141	806,288	-	806,288	**2,663,990**
Liability & Property Insurance	**1,165,487**	1,049,793	1,170,326	-	1,170,326	**1,044,954**	1,185,979	1,171,798	-	1,171,798	**1,059,135**
Emergency Communications	**1,378,343**	2,022,821	1,817,735	94,701	1,912,436	**1,583,429**	1,827,045	1,807,161	90,510	1,897,671	**1,603,313**
Joplin TIF Commission	**1,929,828**	2,097,000	30,333	2,100,000	2,130,333	**1,896,495**	2,097,000	13,000	2,100,000	2,113,000	**1,880,495**
Joplin Redevelopment Corporation	**2,347,848**	3,770,000	1,735,852	-	1,735,852	**4,381,996**	3,777,000	1,236,582	-	1,236,582	**6,922,414**

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 48,813,007	$ -	$ 5,845,000	$ 54,658,007
Licenses & Permits	1,742,200	-	-	1,742,200
Fines & Forfeitures	1,094,100	-	-	1,094,100
Service Charges & User Fees	3,700,300	18,382,325	-	22,082,625
Charges & Assessments	1,421,014	7,987,720	-	9,408,734
Other Income & Donations	942,600	143,900	29,000	1,115,500
Intergovernmental	19,437,257	6,298,466	-	25,735,723
TOTAL REVENUES	**$ 77,150,478**	**$ 32,812,411**	**$ 5,874,000**	**$ 115,836,889**
EXPENDITURES				
General Government	$ 5,742,649	$ 9,559,573	$ 3,349,582	$ 18,651,804
Public Safety	19,262,522	1,712,066	-	20,974,588
Public Works	2,448,007	2,122,743	-	4,570,750
Highways & Streets	30,428,700	-	-	30,428,700
Environmental	2,828,824	10,861,877	-	13,690,701
Health Services	2,467,194	-	-	2,467,194
Culture & Recreation	5,522,905	707,992	-	6,230,897
Social Services	8,781,668	-	-	8,781,668
Debt Service	150,774	628,787	-	779,561
Infrastructure/Economic Development	5,175,000	-	-	5,175,000
TOTAL EXPENDITURES	**$ 82,808,243**	**$ 25,593,038**	**$ 3,349,582**	**$ 111,750,863**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (5,657,765)**	**$ 7,219,373**	**$ 2,524,418**	**$ 4,086,026**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 8,210,181	$ 950,000	$ -	9,160,181
Transfers Out	(11,878,777)	(1,777,611)	-	(13,656,388)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (3,668,596)**	**$ (827,611)**	**$ -**	**$ (4,496,207)**
NET CHANGE IN FUND BALANCE	**$ (9,326,361)**	**$ 6,391,762**	**$ 2,524,418**	**$ (410,181)**
FUND BALANCE, BEGINNING OF YEAR	**$ 40,741,966**	**$ 116,990,976**	**$ 6,278,491**	**$ 164,011,433**
FUND BALANCE, END OF YEAR	**$ 31,415,605**	**$ 123,382,738**	**$ 8,802,909**	**$ 163,601,252**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 103,568,522	$ -	$ 103,568,522
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	18,773,761	-	-	18,773,761
Unrestricted Fund Balance/Net Assets	12,641,844	16,110,455	8,802,909	37,555,208
TOTAL FUND BALANCE SUMMARY	**$ 31,415,605**	**$ 123,382,738**	**$ 8,802,909**	**$ 163,601,252**

REVENUES

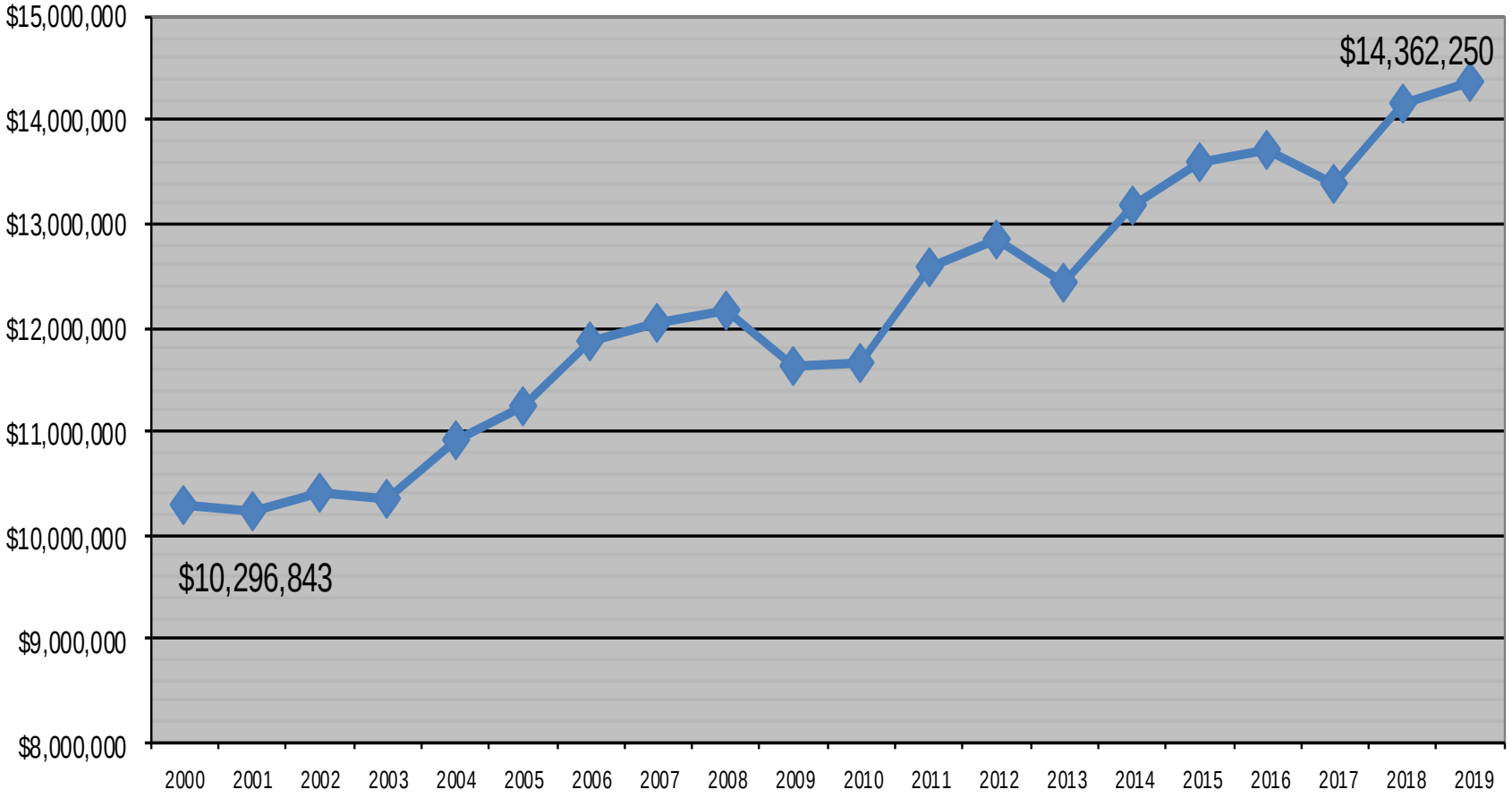
FY 2019 Proposed Budget

General Sales Tax	$	14,362,250
Public Safety General Sales Tax		7,181,125
Utility Franchise Tax		6,125,000
Interest Earnings		790,850
Fines & Forfeitures		1,094,100
Other Income		324,650
Parks & Stormwater Sales Tax		3,590,563
Transportation Sales Tax		7,181,125
Capital Improvement Sales Tax		5,385,844
Wastewater Fees		14,051,500
Intergovernmental (Grants)		25,735,723
Charges for Services		19,182,059
Other Taxes		9,540,000
Property Taxes		1,292,100
TOTAL REVENUE	**$**	**115,836,889**

REVENUE HIGHLIGHTS

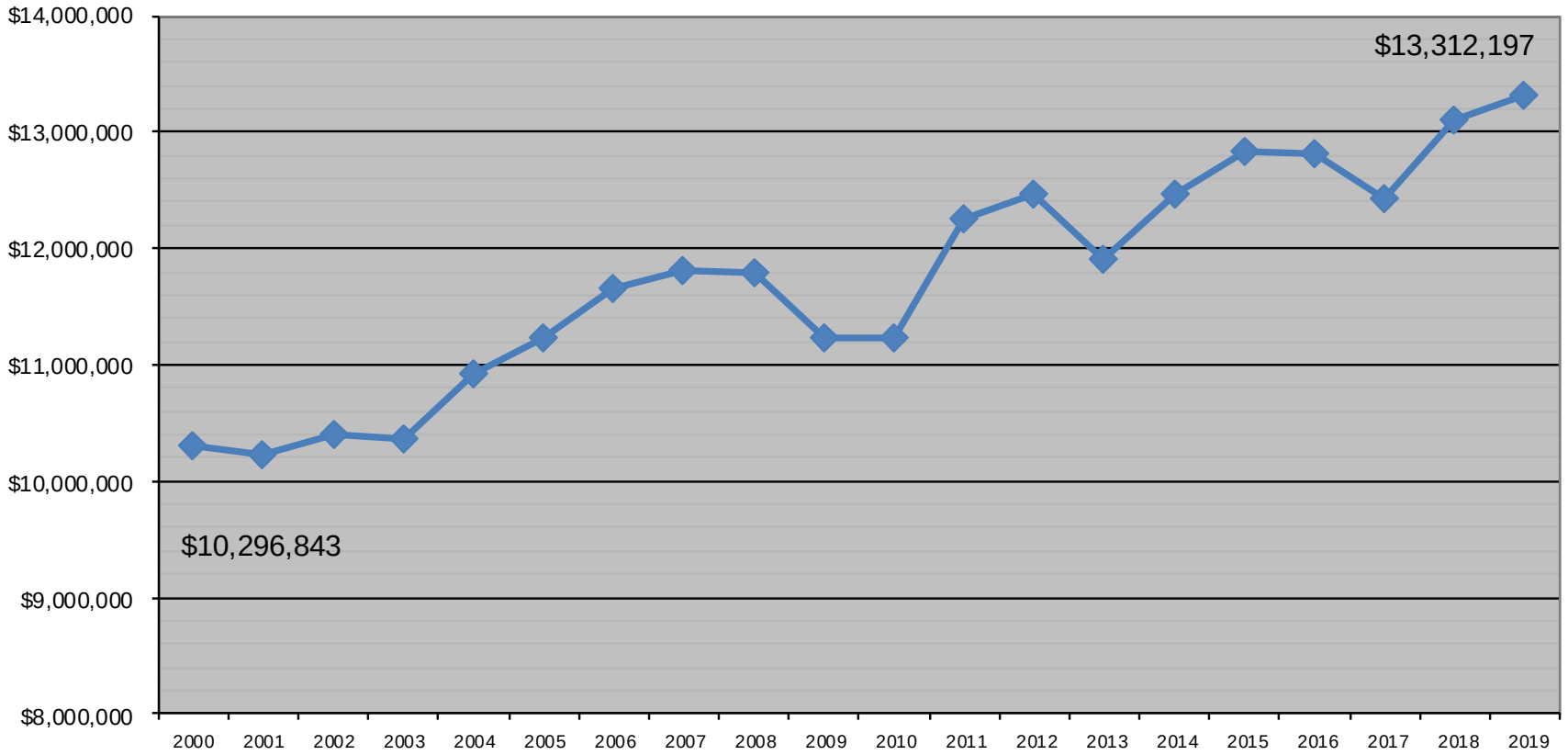
- **Sales Tax**
  - Projected Sales Tax increase in the FY 2019 Budget is 1.5%.
  - Revenue generated from the 1.0% General Sales Tax, 0.5% Public Safety General Sales Tax, 0.5% Transportation Sales Tax, .25% Parks & Stormwater Sales Tax and .375% Capital Improvements Sales Tax is expected to be approximately $37.7 million in FY 2019.

1% GENERAL GROSS SALES TAX



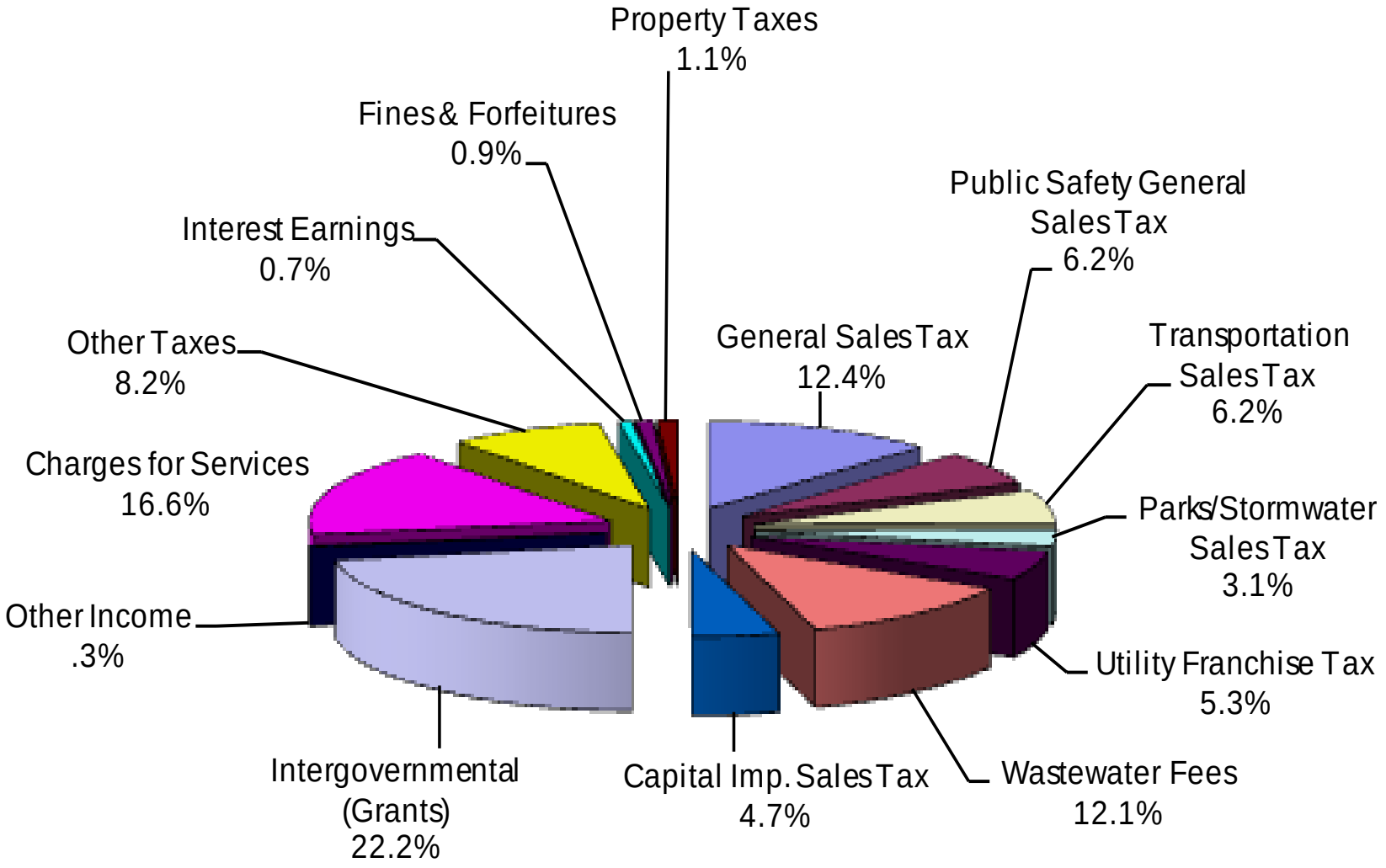
FISCAL YEAR

1% GENERAL NET SALES TAX (Less TIF Payments)

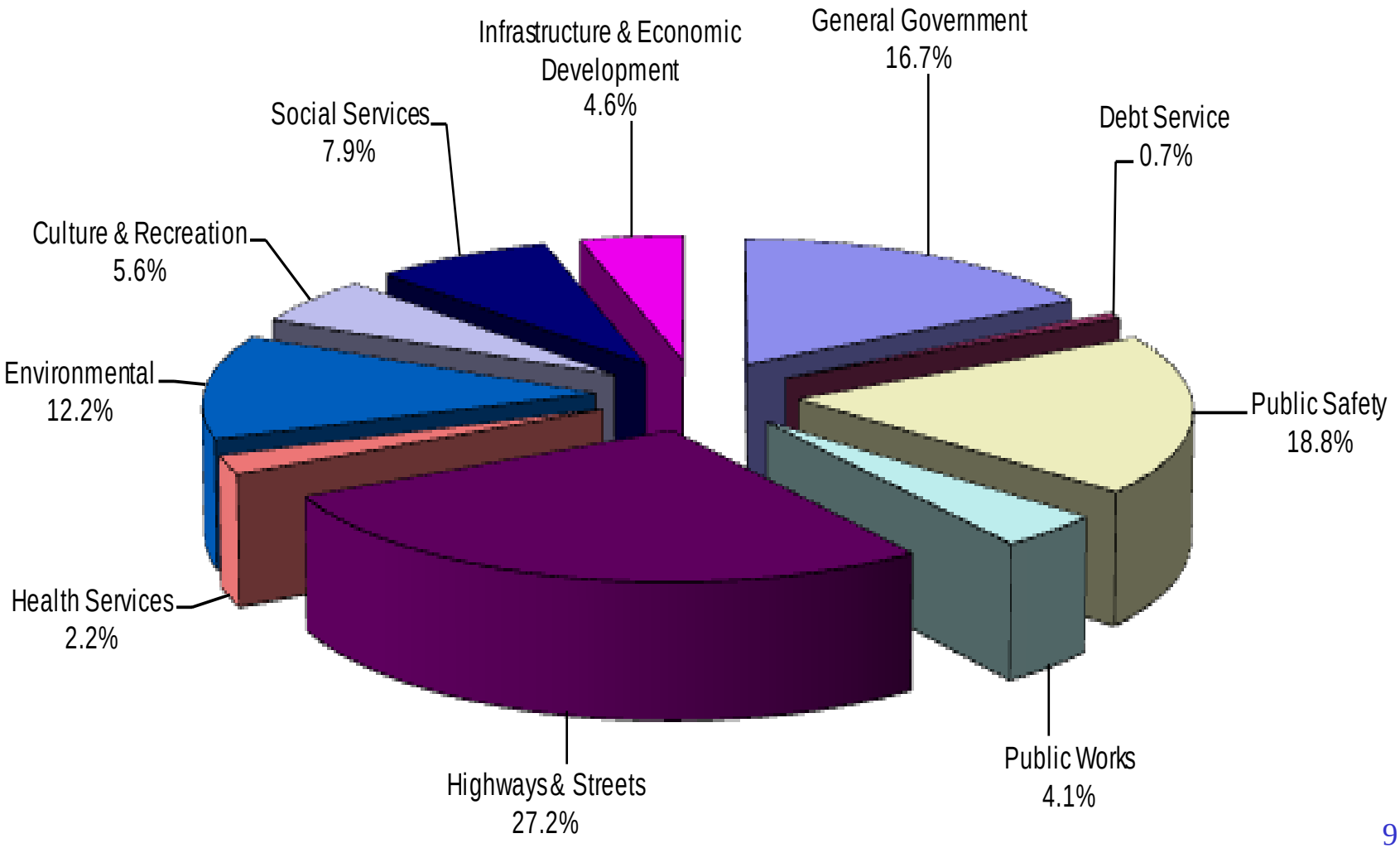


TOTAL REVENUE BY TYPE – ALL FUNDS

FY 2019 Budget

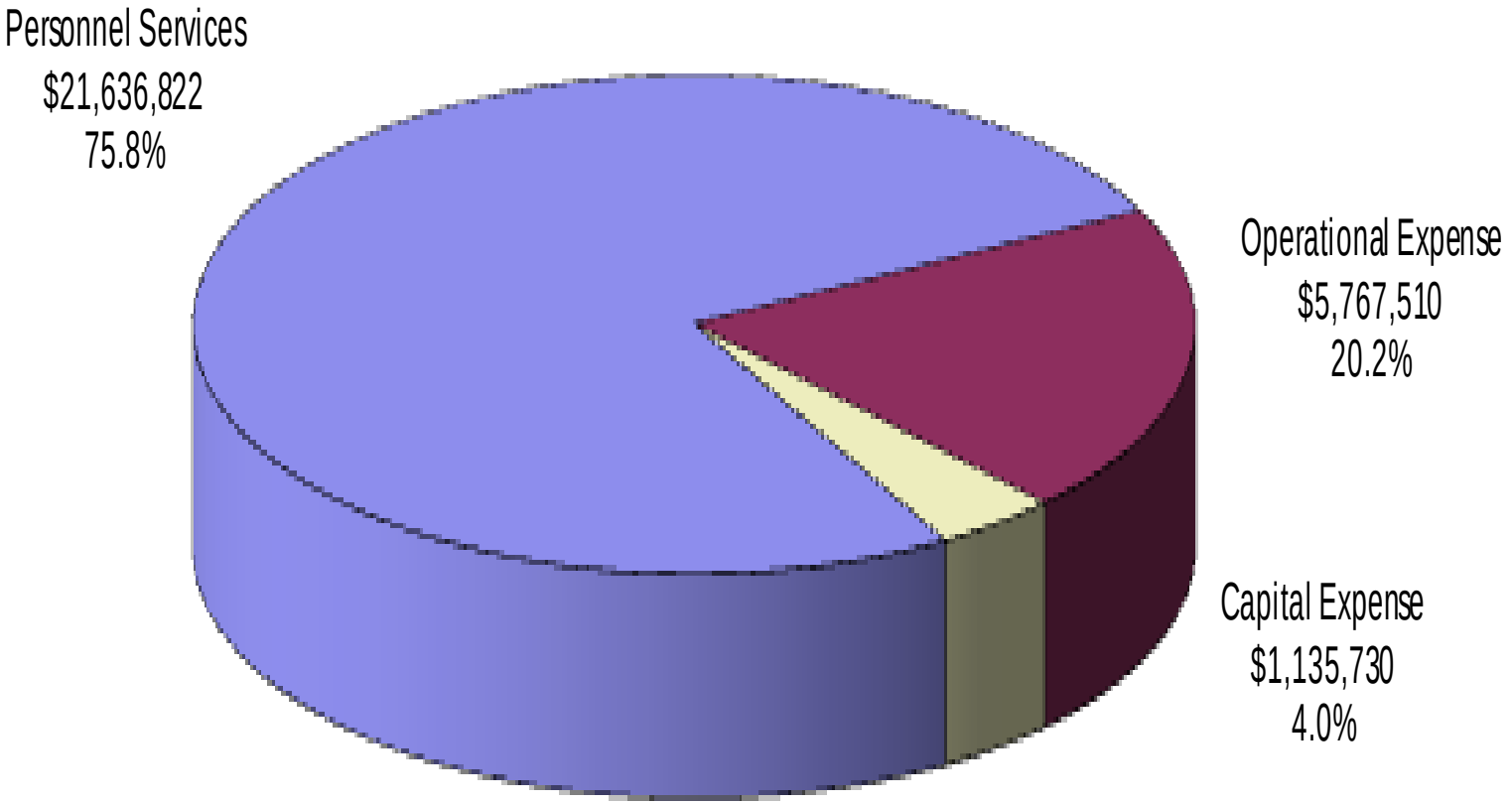


EXPENDITURES BY FUNCTION – ALL FUNDS
FY 2019 Budget



TOTAL EXPENDITURES GENERAL FUND

FY 2019 Budget



Positions by Fund

Full-Time Equivalent (FTE)

	FY 2017 Actual	FYE 2018 Actual	FY 2019 Proposed Budget
GENERAL FUND			
City Manager	3.00	3.00	3.00
City Clerk	2.00	2.00	2.00
Legal Services	6.40	6.40	6.40
Human Resources	4.50	4.00	4.00
Building Regulations	6.00	6.00	6.00
Finance	10.00	10.00	10.00
Information Technology	4.00	6.00	6.00
Municipal Court	10.00	10.00	10.00
Public Works	19.30	17.30	17.30
Police	139.80	139.80	139.80
Fire	96.00	96.00	96.00
Cemeteries	7.20	7.20	7.20
Emergency Management	2.00	2.00	2.00
Neighborhood Improvement	4.20	4.20	4.20
Total General Fund	**314.40**	**313.90**	**313.90**
SPECIAL REVENUE FUNDS			
Convention & Tourism	4.25	4.25	4.25
Health & Welfare	33.30	33.55	31.80
Parks & Recreation	39.65	39.65	39.65
Solid Waste Management	4.20	4.20	4.20
Parks & Stormwater Sales Tax	14.50	14.50	14.50
Transportation Sales Tax	58.20	59.20	59.20
Capital Improvements Sales Tax	1.90	1.90	1.90
Community Planning	12.80	12.80	12.80
Total Special Revenue Funds	**168.80**	**170.05**	**168.30**
ENTERPRISE FUNDS			
Regional Airport	8.55	8.55	8.55
Municipal Golf Course	10.50	10.50	10.50
Sanitary Sewer	52.70	52.70	52.70
Total Enterprise Funds	**71.75**	**71.75**	**71.75**
INTERNAL SERVICE FUNDS			
Central Garage	5.20	5.20	5.20
Workers Compensation	-	0.50	0.50
Liability & Property Self-Insurance	0.50	0.50	0.50
Emergency Communications	22.00	22.00	22.00
Total Internal Service Funds	**27.70**	**28.20**	**28.20**
TOTAL FTE - ALL FUNDS	**582.65**	**583.90**	**582.15**
Not included in FTE Count:			
One Public Defender in Municipal Court (Contract)			
Nine City Councilors (Stipend)			

FY 2019 PROPOSED PERSONNEL CHANGES

- Various Funds:
  - Reclassify full-time Clerk to Senior Clerk (6 positions)
- 2% Step Increase effective on employee's anniversary date

EXPENDITURE HIGHLIGHTS

- General Fund: $ 1,135,730
  - Replacement 16’ Rescue Truck with 18’ Rescue Truck - $375,000

- Parks & Stormwater Sales Tax Fund: $ 4,435,000
  - TS0601 – Minor System Improvements - $1,000,000
  - TS0606 – Storm Sewer Improvements, Illinois between 7th & 9th - $900,000
  - TS0607 – Regional Detention, 15th & Massachusetts - $1,250,000
  - TS0612 – Ditch & Culvert Improvements, 4th & School Avenue - $1,050,000
  - TS0516 – Resurface Roanoke Tennis Court & Resurface Athletic Complex Tennis Courts - $135,000

EXPENDITURE HIGHLIGHTS

- Transportation Sales Tax Fund: $ 2,176,900
  - Replacement Dump Truck with Snow Plow (2) - $350,000
  - Replacement Backhoe - $106,200
  - Street Maintenance - $150,000
  - Street Projects (Overlay) - $1,025,000
  - Parking Lot – Police Department - $150,000

EXPENDITURE HIGHLIGHTS

- Capital Improvement Sales Tax Fund: $ 16,936,000
  - TC0601 – 32nd Street – Schifferdecker to Country Club Rd (ROW) - $740,000
  - TC0602 – 32nd Street – County Club to Central City Road (ROW) - $740,000
  - TC0605 – Intersection Improvements – Connecticut & 32nd St. (ROW) - $300,000
  - TC0608 – Zora – Rangeline to MO 249 (ROW) - $645,000
  - TC0601 – 32nd Street – Schifferdecker to Country Club Road - $1,220,500
  - TC0602 – 32nd Street – Country Club to Central City Road - $1,220,500
  - TC0605 – Intersection Improvements – Main & 32nd Street - $100,000
  - TC0605 – Intersection Improvements – Indiana & 32nd Street - $150,000

EXPENDITURE HIGHLIGHTS

- Capital Improvement Sales Tax Fund Continued:
  - TC0605 – Intersection Improvements – Connecticut & 32nd St. - $500,000
  - TC0605 – Intersection Improvements – 7th & Illinois - $500,000
  - TC0606 – Connecticut – 32nd to 44th - $1,500,000
  - TC0607 – 44th Street – Rangeline to Connecticut - $4,500,000
  - TC0613 – Jackson – Bridge Replacement at Shoal Creek - $2,450,000
  - TC0614 – Schifferdecker – New Bridge at Turkey Creek - $2,100,000
  - TC0516 – Existing Traffic Signal Upgrades – Adaptive Traffic Signal System - $270,000

EXPENDITURE HIGHLIGHTS

- Infrastructure Fund: $ 5,075,000
  - Sidewalk Projects - $100,000
  - CDBG Entitlement Infrastructure - $375,000
  - Infrastructure #1 & #2 – CDBG-DR - $4,550,000

- Airport Fund: $ 6,776,650
  - Entrance Road Project - $800,000
  - Taxiway D Reconstruction - $5,200,000
  - Runway 18/36 Design - $550,000

EXPENDITURE HIGHLIGHTS

- Sanitary Sewer Fund: $ 6,257,700
  - Twin Equalization Basin Rehabilitation – Phase 2 - $175,000
  - Digester Rehabilitation – Turkey Creek - $200,000
  - Replacement Boiler – Turkey Creek - $225,000
  - 7th Street East Annexation Sanitary Sewer Extension - $400,000
  - I & I Rehabilitation - $1,750,000
  - Parallel Line from Tin Cup to Filmore Bridge - $2,500,000
  - Peak Flow Storage Study – Phase 2 - $300,000
  - Replacement Pressure Main – 44th & Virginia - $500,000

JOPLIN CITY COUNCIL
INFORMAL MEETING MINUTES
AUGUST 6, 2018
602 S. MAIN ST.
JOPLIN MO 64801

Mayor Shaw called the August 6, 2018 Informal Meeting of the Joplin City Council to order at 5:15 p.m.

In attendance were Council Members: Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Mayor Gary Shaw, Ryan Stanley, Phil Stinnett, and Jim West. Absent: Taylor Brown.

CDBG-DR Update (attached): Planning and Community Development Director Troy Bolander gave a brief introduction of what the CDBG-DR update entails. He stated there will be an overview of the HUD CDBG-DR program; outputs from the Capital Planning Process, Current Programs/Project Status; and next steps to making Joplin a Smart City for the future.

Mr. Bolander introduced members of the CDBG-DR team and their responsibilities. In attendance were City of Joplin staff: Patty Heagel, CDBG-DR Project Coordinator of Operations and Compliance; Larry Eller, Housing; Johan Bullington, Budget/Finance; Guidehouse/Grant Administrator: Engagement Partner, Riz Shah; Engagement Leader, Gaurav Menon; Program Management, Dami Kehinde; Compliance & Monitoring, Daniela Nunez; Subrecipient Projects, Travis Green and Shannon Anastosopolus; Support Team: Leah Amey; Whitney Pachlhofer; Joseph Sherwood; Holly Stone and Seth Spencer.

After the update, Mr. Stanley asked if the Smart Cities is the direction Joplin should go; and are the deadlines for completing the projects still September 2019. Mr. Bolander replied that we are on target for completion of the projects, however, HUD has given deadline extensions to 2022, if needed. There is money available from Administrative and Planning Costs to be used to help make Joplin an efficient and Smart City.

Joplin Smart Recovery: The City of Joplin has been transformative in its disaster recovery program for instituting three exemplary practices recognized by HUD which include: City of Joplin Capital Plan; Compliance Manual and Integrated Master Schedule. By meeting all the National Objectives for its activities and instituting HUD exemplary practices, Joplin is primed to improve and enhance its recovery program with smart innovations and technology. The approval and guidance from City Council to initiate a Smart Cities program will help to keep Joplin competitive and sustainable for years to come.

Mayor Shaw expressed appreciation to the team for all their efforts and accomplishments that have made Joplin very proud, and that we're excited about being a Smart City.

No other business was discussed.

The meeting adjourned at 5:42 p.m.

Submitted,

Barbara J. Gollhofer
City Clerk

JOPLIN CITY COUNCIL
AUGUST 6, 2018 MEETING MINUTES

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

Mayor Shaw asked for a moment of silence to honor Officer David Brewer and his wife Stacy who were recently killed in a vehicle accident.

INVOCATION read by City Clerk Barbara Gollhofer.

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

ROLL CALL – Answering Roll Call were Melodee Colbert-Kean, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw; Ryan Stanley, Phil Stinnett, and Jim West. Also, in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Absent: Taylor Brown. Motion by Mrs. Colbert-Kean, second by Mr. Monteleone to excuse Mr. Brown. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0.

PRESENTATIONS
Mayor Shaw presented a proclamation to Aaron Garcia to proclaim August 15, 2018 as United at the Stadium Day, which tries to heighten suicide prevention and awareness for Joplin and the surrounding area.

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

REPORTS AND COMMUNICATIONS
Rob O'Brian, economic development consultant for the Joplin Area Chamber of Commerce, introduced Dennis Miller who is the plant manager for Schaeffler Group (formerly FAG Bearing), gave an overview of the proposed plant expansion through Chapter 100 bonds. Motion by Mr. Stinnet, second by Mr. Stanley to direct the city attorney to proceed with the formal Chapter 100 process. Voting in favor were council members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Absent: Brown, 1.

CITIZEN REQUESTS AND PETITIONS
City Clerk Barbara Gollhofer informed the city council that after the agenda was posted, there were 6 additional requests to address council. Motion by Mr. Stanley, second by Mr. Monteleone, to allow the citizens to speak during this portion of the meeting. Voting in favor were council members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Absent: Brown, 1.

Margey Upson, 1218 W. 9th St., addressed the city council regarding the 2% step up.

Renita Kitchingham, 305 N. Joplin Ave., addressed the city council regarding Police Dept. good

faith incentives.

Ryan Jackson, 1729 S. Wall Ave, removed his request to address the city council regarding the break down and allocation of the use tax.

Additional requests:
Beth Claybrook, 721 N. Moffet, addressed the city council regarding the continued support of the bike and pedestrian trail system.

Nancy Morton, 2630 S. Everest Ave, Rogers, AR addressed the city council regarding a recommendation to approve CB2018-136; Neal Construction Group LLC's bid to demolish 508 S. Virginia and rehabilitate 506 S. Virginia.

Lori Haun, 420 S. Byers Ave, addressed the council regarding support of the bike and pedestrian trail system.

Ivy Hagedorn, 3401 S. Moffet Ave, addressed the city council regarding the proposed Mohaska Trail.

Rylee Hartwell, 2815 New Hampshire Ave, addressed the city council regarding the proposal plan on the Howsmon Building.

Ashley Raby, 230 N. McKinley, addressed the city council regarding 20th Street and the police dept.

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

Public Hearing for Council Bill No. 2018-265.

Mayor Shaw opened the Public Hearing.

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

The public hearing was closed.

Mr. Stanley introduced Council Bill No. 2018-265 -an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3-PD property as described below and located adjacent and south of I-44 at Exit 1, City of Joplin, Newton County, Missouri. Motion by Mr. Stanley, second by Mr., Monteleone, to Table Council Bill No. 2018-265. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was read as Council Bill No. 2018-265. **Council Bill No. 2018-265 was Tabled.**

Public Hearing for Council Bill No. 2018-266.

Mayor Shaw opened the Public Hearing.

Kevin Parker, 1115 Illinois Ave., appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. Lawson introduced Council Bill No. 2018-266 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2-PD property as described below and located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue, City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Monteleone that Council Bill No. 2018-266 be placed on be placed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and West, 7. Nays: 0. Absent: Brown, 1. Abstention: Stanley, 1. The council bill was read as **Council Bill No. 2018-266**.

Public Hearing for Council Bill No. 2018-267.

Mayor Shaw opened the Public Hearing.

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

The public hearing was closed.

Mr. Stanley introduced Council Bill No. 2018-267 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located in Tallgrass Subdivision, along Tallgrass Drive, City of Joplin, Jasper County, Missouri. Motion by Mr. Stanley, second by Mrs. Colbert-Kean to deny Council Bill No. 2018-267. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. **Council Bill No. 2018-267 was denied.**

Public Hearing for Case No. 027-18

Mayor Shaw opened the Public Hearing.

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

The public hearing was closed.

Mr. Stanley introduced Case 027-18 – 2202 S. Jackson - A request to declare surplus property. Motion by Mr. Stanley, second by Mr. Stinnett, that Case No. 027-18 be approved. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1.

Public Hearing for Case No. 028-18.

Mayor Shaw opened the Public Hearing.

Mike Smith, 210 E. 9th Street, appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. Lawson introduced Case 028-18 – 903 Virginia Ave. – A request to declare surplus property. Motion by Mr. Lawson, second by Mr. Stanley that Case 028-18 be approved. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1.

Public Hearing for Case 029-18.

Mayor Shaw opened the Public Hearing.

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

The public hearing was closed.

Mrs. Reid Adams introduced Case 029-18 – 3137 S. Wall Ave. – A request to declare surplus property. Motion by Mrs. Reid Adams, second by Mr. Lawson that Case 029-18 be approved. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1.

Public Hearing for Council Bill 2018-268.

Mayor Shaw opened the public hearing.

Chris Parrish, 10435 County Road 260, Carl Junction, MO appeared in favor of this item.

John Bowling, 2926 S. Wall appeared in opposition of this item.

Paul Teverow, 2501 S. Wall, appeared in opposition of this item.

The public hearing was closed.

Mr. Stinnett introduced Council Bill No. 2018-268 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located as a track of land located north of 26th Street between Pearl Avenue and Wall Avenue, City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Stanley, that Council Bill No.2018-268 be **amended** by removing from District R-1 and including in District C-1-PD property as described below and located as a track of land located north of 26th Street between Pearl Avenue and Wall Avenue, City of Joplin, Jasper County, Missouri. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was amended.

Mr. Stinnett introduced Amended Council Bill No. 2018-268. Motion by Mr. Stinnett, second by Mr. Stanley that Amended Council Bill No. 2018-268 be placed on First Reading and Advanced to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Absent: Brown, 1. The Council Bill was read as Amended Council Bill No. 2018-268.

CONSENT AGENDA. Motion by Mr. Stanley, second by Mr. Monteleone to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. Absent: Brown, 1.

Minutes of the July 16, 2018 Informal Council Meeting

Minutes of the July 16, 2018 Council Meeting

COUNCIL BILL NO. 2018-264 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2014, 2015, 2016 and 2017 HOME funds in the total amount not to exceed Two Hundred Five Thousand and no/100 ($205,000.00) authorizing the City Manager or his designee to execute same on behalf of the City. **Ordinance No. 2018-095**

RESOLUTIONS

ORDINANCES – Emergency

Mr. Stinnett introduced Council Bill No. 2018-133 - an ordinance authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the purchase of a new Class 4 ARFF Truck at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, and containing an emergency clause. Motion by Mr. Stinnett, second by Mrs. Reid Adams that Council Bill No. 2018-133 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-096**

Mr. Stinnett introduced Council Bill No. 2018-134 -an ordinance authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the design of the Reconstruction of Taxiway D at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2018-134 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Ad098ams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-097**

Mr. Stanley introduced Council Bill No. 2018 –135-an ordinance approving the contract by and between the City of Joplin and Gator Industrial, LLC for the demolition of the structure(s) and clearing of lot area located at 506 & 508 S. Virginia Ave. in the City of Joplin, Missouri, for Five Hundred Seven Thousand One Hundred Fifty and 00/100 Dollars ($507,150.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; amending the Annual Budget of

the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and, containing an emergency clause. Motion by Mr. Stanley. second by Mr. Stinnett that Council Bill No. 2018-135 be denied. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was **denied.**

Mr. Stanley introduced Council Bill No. 2018-136 - an ordinance approving the City of Joplin to enter into an agreement with Neal Group Construction., in the amount of Five Hundred Thirty-Two Thousand Four Hundred Fifty-Five and 00/100 Dollars ($532,455.00) for Demolition and Rehabilitation of 506 and 508 Virginia Avenue Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017; and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Colbert-Kean, that Council Bill No. 2018-136 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-098**

Mr. Stinnett introduced Council Bill No. 2018 –362-an ordinance approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 728 Indiana Avenue in the City of Joplin, Missouri, for Four Thousand One Hundred Seventy-Five and 00/100 Dollars ($4,175.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Mrs. Reid Adams that Council Bill No. 2018-362 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-099**

Mr. Lawson introduced Council Bill No.2018–363-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 lot area located at 1702 W. A St. in the City of Joplin, Missouri, for Four Thousand and 00/100 Dollars ($4,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mrs. Reid Adams, that Council Bill No. 2018-363 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-100**

Mrs. Reid Adams introduced Council Bill No. 2018 –364-an ordinance approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1334 Grand Avenue in the City of Joplin, Missouri, for Three Thousand Nine Hundred Ninety-Nine and 00/100 Dollars ($3,999.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mrs. Reid Adams, second by Mr. West, that Council Bill No. 2018-364 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-101**

Mr. Stanley introduced Council Bill No. 2018-411-an ordinance authorizing the City of Joplin to execute Work Authorization #4 to the Master Services Agreement for Professional Administrative Consulting Services with PricewaterhouseCoopers Public Sector LLP (PwC) to provide implementation and administrative activities, not to exceed Two Million, Seven Hundred Fifty-Three Thousand, One Hundred Ten Dollars ($2,753,110) and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Monteleone, that Council Bill No. 2018-411 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-102**

Mr. Monteleone introduced Council Bill No.2018-451-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 Thirty-Nine Thousand, One Hundred Ninety-Eight Dollars, no Cents, ($39,198.00); 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. Monteleone, second by Mr. West, that Council Bill No. 2018-451 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-103**

Mr. Lawson introduced Council Bill No. 2018-513- an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause. Motion by Mr. Lawson, second by Mrs. Reid Adams that Council Bill No. 2018-513 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-104**

Mr. Monteleone introduced Council Bill No. 2018-609 - 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 as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance No. 2017-167 on October 16, 2017; and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Lawson that Council Bill No. 2018-609 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-105**

Mr. Stanley introduced Council Bill No. 2018-610-an ordinance approving an agreement for professional third-party claim services by and between Brentwood Services, Inc. and the City of Joplin, Missouri, for Brentwood Services, Inc. to provide claims management services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Monteleone that Council Bill No. 2018-610 be approved on an emergency basis. Voting in favor were Council Members Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-106**

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Motion by Mr. Stanley, second by Mr. Monteleone to set the date for the public hearing on the FY2018-19 proposed budget for August 20, 2018. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1.

Motion by Mr. Stinnett, second by Mr. Stanley to set the date for the public hearing on the property tax rate for August 20, 2018. Voting in favor were Council Members: Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 8. Nays: 0. Absent: Brown, 1.

News from the Public Information Officer, Lynn Onstot

Joplin's National Night Out event will be held tomorrow, Tuesday, August 7 at Schifferdecker Park starting at 5:30 pm. Free food and drinks will be served during the event. This will be a fun-filled family night with events for children of all ages. One of the main attractions will be a free swim at the Schifferdecker Aquatic Center starting at 6:45 pm. National Night Out is designed to: increase awareness for crime prevention; generate support and participation in local anticrime efforts; and strengthen community spirit and police-community partnerships. More than 15,000 communities nationwide host this crime prevention event. Last year more than 1,200 area residents came out to enjoy Joplin's National Night Out and another large turnout is expected this year.

Save the date of Thursday, August 16 for the Ribbon Cutting and Public Open House of the new Joplin Senior Center! The event runs from 2 to 4 p.m. with the Ribbon Cutting held at 2:15. The public will be welcome to tour the facility and visit with staff about this new center and enjoy refreshments during the event.

In celebration of the iris, Joplin's official flower, the Recycling Center accepts iris rhizomes, or iris bulbs as they are commonly known. Local gardeners looking for economical ways to continue their hobby may drop off or retrieve iris bulbs while visiting the Recycling Center.

Citizens are reminded that tomorrow is the Missouri Primary Election. In addition, the City has Proposition A on the ballot. More information about Proposition A can be found on the City's website at joplinmo.org. Polls in Joplin will be open from 6 a.m. to 7 p.m. and we encourage citizens to please take time to vote.

Comments from Council Members:

Mayor Shaw commented that the recent mayor's roundtable discussion with Governor Mike Parson and several area mayors was very successful. Mayor Shaw thanked City Clerk Barbara Gollhofer, her assistant Roschelle Forsythe and Public Information Officer Lynn Onstot for their assistance with this event.

Mr. Stanley asked about an upcoming work session. Mr. Anselm replied that there are 3 possible topics: current revenues and expenditures for Public Safety Tax; update on the 5-city pay study, and continued discussion of the 12-hour shifts for police officers.

Mrs. Reid Adams commented that she and her husband and Council Member Doug Lawson and his wife were privileged to attend the musical, The Addams Family, performed by the Next Generation Performing Arts students at MSSU. It was impressive that the students were from all over the United States and were involved in all aspects of putting on a musical production and were able to complete this during a five-day camp.

Mayor Shaw stated there was no need for a closed session.

There being no further business, the meeting was adjourned at 8:51p.m.

Respectfully,

Barbara Gollhofer, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018

Item: COUNCIL BILL NO. 2018-268
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-268
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/9/18

Recommended Action: Planning and Zoning Commission recommended to table by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 030-18: A tract of land located north of 26th Street between Pearl Avenue and Wall Avenue – A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) for the construction of a restaurant – Chris Parrish.

STAFF SUMMARY:
There are currently residential homes to the east and to the north, but the current preliminary plan for the restaurant would largely divert headlights away from these residential areas.

Staff recommends Case 030-18 be approved.

PLANNING & ZONING COMMISSION TESTIMONY:
Chris Parrish, 10435 County Rd. 260, Carl Junction, MO. He stated he is asking for the whole block where the Irving School was located to be rezone for the construction of a family restaurant. The applicant is the owner of Gringos restaurant in Webb City. Mr. Parrish wishes to construct and operate a second restaurant location on this property. Because 26th Street is designated as "multi-use" then a restaurant would be an appropriate use for this property. Rezoning this property does not violate Joplin's Comprehensive Plan.

PUBLIC COMMENT:
None.

CB 2018-268

Case 030-18: A tract of land located north of 26th Street between Pearl Avenue and Wall Avenue – A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) for the construction of a restaurant – Chris Parrish

Chris Parrish, 10435 County Rd. 260, Carl Junction, MO. He stated he is asking for the whole block where the Irving School was located to be rezone for the construction of a family restaurant. We currently just have plans for the south 1/3 of the property but asking for the rezoning of the block for future use.

Mr. Ramsour asked about access to the property.

Mr. Parrish stated there isn't access off 26th Street. They are looking at an east/west entrance.

Mr. Ramsour stated that access would be from Wall Ave and Pearl Street, not 26th Street.

Mr. Parrish stated that just from Pearl Street at this time. We are trying to keep the history of the property and building.

Mr. Cortez wanted to know the type of restaurant?

Mr. Parrish stated it would be fast food Mexican.

Mr. Ramsour asked Mr. Bolander if school properties are usually R-1?

Mr. Bolander stated that it is not unusual. Schools are allowed in residential areas.

Mr. Cortez asked if there was anyone else wishing to speak in favor of this case? There was not. Anyone wishing to speak in opposition of this case? There was not.

MRS. BRUCKNER-SEARS MADE THE MOTION AND SECONDED BY MR. DERMOTT, THAT CASE 030-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: July 9, 2018
City Council Meeting: August 6, 2018

STAFF PLANNING REPORT
Rezoning

CASE 030-18 A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) for the construction of a restaurant

LOCATION Located north of 26th Street between Pearl Avenue and Wall Avenue

APPLICANT Chris Parrish

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	.46 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1/CO-PD	R3-PD	R-1
Land Use	Single Family Residential/Vacant	Single Family Residential/Vacant	Vacant/Commercial	Power Station

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
26th Street	Arterial	100'
Pearl Avenue	Secondary	60'
Wall Avenue	Collector	60'

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

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

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes, because this property fronts on 26th Street. The Comprehensive Plan designates 26th Street as "Multi-Use Residential-Commercial-Office/Institutional". According to the Comprehensive Plan, Neighborhood Commercial is an appropriate use for this property.

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

This property is currently zoned Single Family Residential (R-1). There are currently residential homes to the east and to the north, but the current preliminary plan for the restaurant would largely divert headlights away from these residential areas.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The applicant plans on constructing and operating a restaurant on this property. Surrounding properties could be impacted by rezoning. But appropriate buffer standards in the form of landscaping, fencing, and setbacks would be required in order to separate the surrounding residential homes from the potential restaurant. The adjacent property to the southeast is currently zoned CO-PD (Non-Retail District). To the west is a power station which would not be impacted by rezoning.

DISCUSSION

This property was formerly the Irving Elementary School. The applicant is the owner of Gringos restaurant in Webb City. Mr. Parrish wishes to construct and operate a second restaurant location on this property. Because 26th Street is designated as "multi-use" then a restaurant would be an appropriate use for this property. Rezoning this property does not violate Joplin's Comprehensive Plan

The following is a statement from the property owner: "We would like to rezone the Irving School block to commercial, so Gringos could bring back a location to the part of Joplin that is currently lacking spirit and traffic. You must admit that this part of Joplin has been the slowest to rebuild from the tornado, making it the dullest part of town. Bringing the Webb City's style of Gringos back to Joplin would drive interest to that area. We currently generate 800 receipts per day and will be expecting a 20% increase at the Joplin location. Our property for rezoning is located on a one-way street so we have planned to utilize that street to direct the traffic out of the lot and keep traffic flowing. The one-way street, Wall avenue starts at 32nd street where both and possibly all three hospitals have the availability to use, making it easier and quicker for all of Joplin to be served in a timely manager, with the route of the one ways. We currently serve numerous customers from the Diamond and Neosho areas in Webb City, by this location would be easier access for those communities and also bring in customers from Kansas. At this time, we will only be developing the south 3rd of the block.

Staff recommends approval of Case 030-18

ATTACHMENTS

- Application

REZONING APPLICATION FORM

RECEIVED 5-18-18

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

For Office Use Only
Case No.: 030-18
Filing Fee: $500.00
Date Advertised: 6-24-18
Date Notices Sent: 6-26-18
P&Z Date: 7-9-18
City Council Date: 8-6-18

APPLICANT: CA Gringos Properties LLC PHONE: 417-850-5904
ADDRESS: 25th/26th Wall/Pearl ZIP:
EMAIL: webbcitygringos@hotmail.com
OWNER: Christopher & Anissa Parrish PHONE: 417-850-5904
ADDRESS: 10435 County Road 260 Carl Junction, Mo ZIP: 64834
EMAIL: webbcitygringos@hotmail.com
LOCATION OF PROPERTY:
LEGAL DESCRIPTION: All of Lots Numbered Seventy (70) through Seventy-Five (75), both inclusive, and All of Lots Numbered One Hundred Ten (110) through One Hundred Fifteen (115), both inclusive, in O'KEEFE'S SECOND ADDITION to the city of Joplin, Jasper County, Missouri, according to the recorded plat thereof.
Present Zoning R1 Requested Zoning: C1 Acreage: .458
Present Use of Property: vacant
Proposed Use of Property: Restaurant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	single family residential	R-1
South	vacant	R3-PD
East	vacant	R-1/CO-PD
West	Empire Electric	R-1

CHARACTER OF THE NEIGHBORHOOD:

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property:_____
2. Classification of Street(s):
   Arterial_____Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

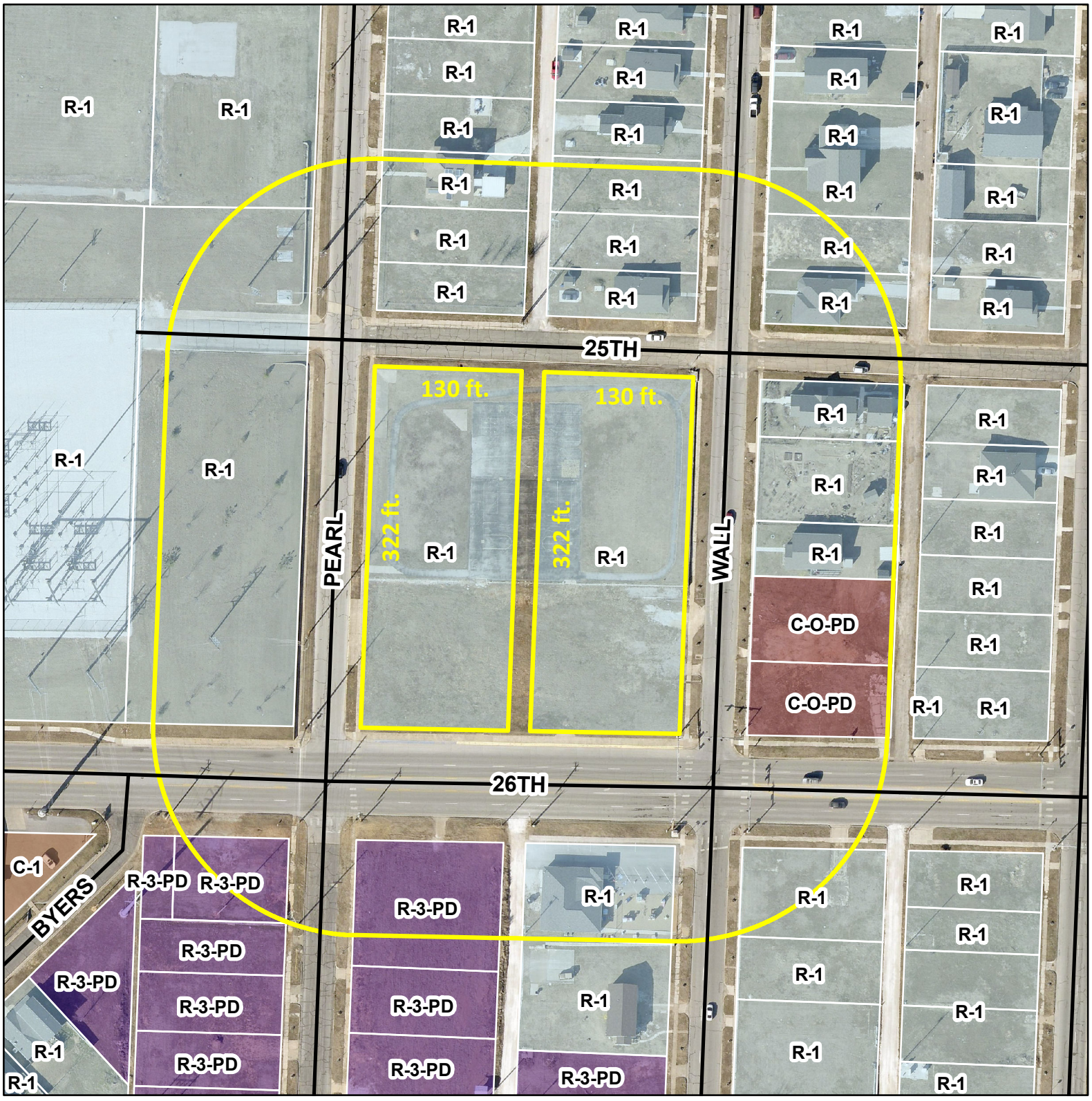
1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments:_____
   _____
   _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
26th Street was originally Irving Elementary School, 2 blocks away from main street, business are starting to develope in this area

SIGNATURE: _____ DATE: 5-16-18

BY: _____

TITLE: OWNER



Case 030-18: A tract of land located north of 26th Street between Pearl Avenue and Wall Avenue -- A request to rezone from Single Family Residential District (R1) to Neighborhood Commercial District (C1) for the construction of a restaurant -- Chris Parrish

P & Z Case 030-18

Chris Parrish
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-268 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located as a track of land located north of 26th Street between Pearl Avenue and Wall Avenue, City of Joplin, Jasper County, Missouri.

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

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

All of Lots Numbered Seventy (70) through Seventy-five (75), both inclusive, and All of Lots Numbered One Hundred Ten (110) through One Hundred Fifteen (115), both inclusive, in O'KEEFE'S SECOND ADDITION to the City of Joplin, Jasper County, Missouri.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Requested Council Meeting Date: August 20, 2018
Council Bills No. 2018-137
Item: Operating Assistance Grant Agreement

Originating Department: PUBLIC WORKS –MAPS

Attachments: 1) Council Bill No. 2018-137
2) Grant Agreement
3) Route Map

Department Head: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of an Ordinance authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds of eleven thousand three hundred thirty four dollars and No/100 ($11,334) to be used for operating assistance for the Metro Area Public Transit System (MAPS), and containing an emergency clause.

Background:
The City of Joplin has operated the Metro Area Public Transit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the Metropolitan Planning Organization (MPO) and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin.

Discussion:
MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other communities in the MPO. Additionally, the Federal Transit Administration (FTA) reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $11,334 in grant funds for the State's FY2019.

Recommendation: City staff recommends approval of Council Bill 2018-137 to accept a MoDOT Grant and be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

CCO Form: MO79
Approved: 06/96 (RMH)
Revised: 03/17 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PUBLIC TRANSIT OPERATING
ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Fund and to set forth the conditions upon which the assistance will be provided;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Missouri State Transit Assistance Application" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of eleven thousand three hundred thirty four dollars ($11,334) during the period from July 1, 2018 to June 30, 2019.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or has been, in violation of any of the terms of this Agreement.

(10) COMMISSION'S REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(11) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq*.); and with every applicable provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.).

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(15) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment or supplemental agreement signed and approved by the duly authorized representatives of the Grantee and the Commission.

(16) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(17) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part of the Grantee, and the making of any such payment by the Commission while any

such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(18) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Grantee:
City of Joplin
123 S. Main
Joplin, MO 64801
Facsimile No.:417-625-4747

(B) To the Commission:
Missouri Department of Transportation
105 W. Capitol Ave.
Jefferson City, MO 65102
Facsimile No.:573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by the Grantee this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____
Director, Multimodal Operations

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Counsel for the Commission

GRANTEE
City of Joplin

By _____

Title _____

Attest:

By _____

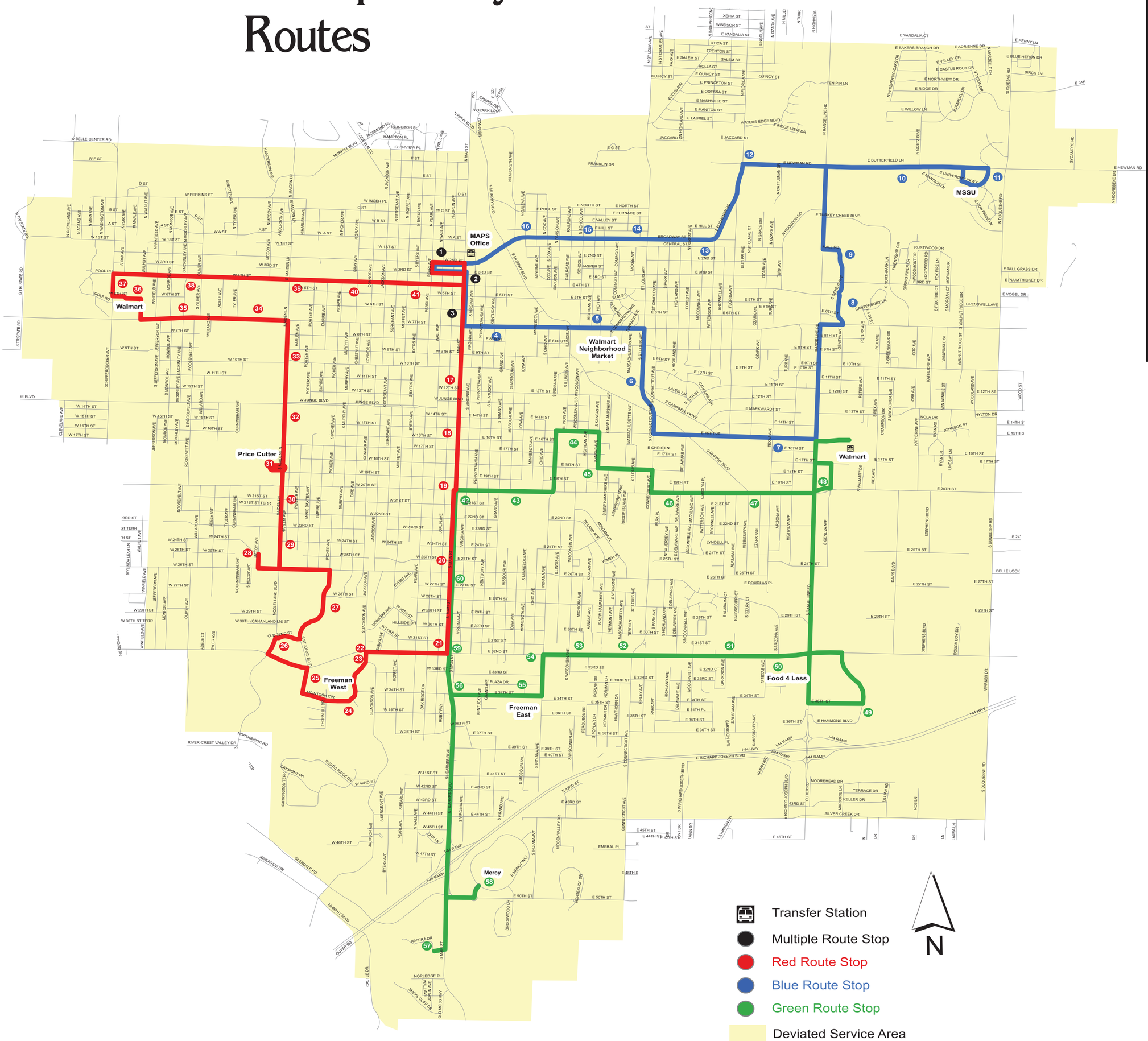
Title _____

Approved as to Form:

_____
Counsel

_____
Ordinance Number (if applicable)

Sunshine Lamp Trolley Routes



BLUE Route

	Arrival	Stop #
MAPS Office	:00	
2nd & Wall		1
3rd & Main		2
6th & Main	:05	3
7th & Kentucky		4
7th & **High**		5
7th St. Neighborhood Mrkt.	:15	
St. Louis & Campbell		6
15th & Texas		7
Walmart Rangeline	:25	
Northpark Crossing		8
Northpark Mall	:30	9
Newman Road		10
MSSU	:45	11
Florida & Newman		12
Broadway & Patterson		13
Broadway & McKee		14
Broadway & School	:50	15
Broadway & Galena		16

RED Route

	Arrival	Stop #
MAPS Office	:00	
2nd & Wall		1
3rd & Main		2
6th & Main	:05	3
10th & Main		17
15th & Main		18
20th & Main NW corner	:10	19
26th & Main		20
32nd & Main		21
3126 Jackson		22
Bentledge Building		23
Freeman West	:20	24
32nd & McIntosh		25
32nd & McClelland		26
Mercy Village		27
Joplin Housing Authority	:30	28
Cunningham Park		29
21st & Maiden Ln		30
Price Cutter		31
LaBarge		32
10th & Maiden Ln		33
1717 W 7th		34
7th & McKinley		35
Walmart 7th Street	:45	36
4th & Schifferdecker		37
4th & McKinley		38
4th & Maiden Ln		39
4th & Gray		40
4th & Byers		41

GREEN Route

	Arrival	Stop #
20th & Main SE Corner	:10	42
20th & Iowa		43
15th & Illinois		44
Parr Hill Park		45
20th & Delaware		46
20th & Mississippi		47
Walmart Rangeline	:25	
20th & Geneva		48
Sam's Club	:35	49
Food-4-Less		50
32nd & Stevens Dr.		51
32nd & Connecticut		52
32nd & Wisconsin		53
32nd & Indiana		54
Freeman East	:45	55
34th & Main		56
Wildcat Glades Audubon Center		57
Mercy Hospital	:00	58
30th & Main		59
25th & Main		60

123 S. Main, Joplin, MO 64801
(417) 626-8609

Trolley Fares:

Adult (Age 12+)	$1.00
*Half Fare	$0.50
Children (Under 12)	FREE
Deviation	$2.00

ALL FARES MUST BE GIVEN TO THE DRIVER

Trolley Hours:

Mon - Fri 7 AM - 6 PM
Saturday 9 AM - 4 PM

No Service on these holidays:

New Year's Day — President's Day
Memorial Day — July 4th
Labor Day — Christmas Day
Thanksgiving Day and the Friday following

Brochures are available on all vehicles, MAPS Office 2nd & Main, and the City of Joplin website: www.joplinmo.org keyword: Sunshine Lamp Trolley

COUNCIL BILL NO.2018-137 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds of Eleven Thousand Three Hundred Thirty-Four Dollars and No/100 ($11,334.00) to be used for operating assistance for the Metro Area Public Transit System (MAPS); and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for state funds in the amount of Eleven Thousand Three Hundred Thirty Four Dollars and No/100 ($11,334.00) to be used for operating assistance for the Metro Area Public Transit and Sunshine Lamp Trolley Systems, a copy of which is attached hereto, and incorporated herein, be and the same is, hereby approved.

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

Section 3. That the City of Joplin, Missouri, understands that the grant funds do not require a local match.

Section 4. That this Ordinance is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and shall be in full force and effect immediately after its passage and approval.

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

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Requested Council Meeting Date: August 20, 2018
Council Bills No. 2016-138
Item: Purchase of (2) MAPS vans & (1) Trolley van

Originating Department: PUBLIC WORKS –MAPS

Attachments: 1) Council Bill No. 2018-138
2) Bid Sheet #2018-07
3) Bid Sheet #2018-08

Department Head: David Hertzberg
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of a purchasing agreement between the City of Joplin, Missouri and Master's Transportation Inc. in the amount of One Hundred Ninety-Two Thousand Five Hundred Fifty-Four Dollars and No/100 ($192,554) for the purchase of (3) three light duty cut-a-way vehicles per the specifications of Bid #2018-07 and #2018-08.

Background:
The City of Joplin has operated the Metro Area Public Transit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the MPO area and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin. MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other communities in the Metro Area Planning Organization (MPO). Additionally, the Federal Transit Administration (FTA) reimburses the City at a rate of 80% for capital expenditures and 50% for operational expenses.

Discussion:
City Staff followed the City of Joplin procurement policy. Staff conducted a formal bid opening on July 19, 2018 for the purchase of (2) two light duty cutaway transit vehicles with ADA lifts to be used to provide MAPS service and (1) one light duty cutaway transit vehicle with ADA lift to be used to provide Sunshine Lamp Trolley service. Three bids were received. The lowest priced bid was submitted by Master's Transportation Inc. in the amount of $62,477 per MAPS vehicle and $67,600 per trolley vehicle. The funds for this purchase were allocated in the City of Joplin 2017-2018 budget using the Transportation Sales Tax funds. The total price is $192,554. The FTA will reimburse the City $154,043 which is 80% for this capital purchase.

Recommendation: Staff recommends that Council Bill No 2018-138 authorizing the City of Joplin to enter into an agreement with Master's Transportation Inc. for the purchase of (3) three light duty vehicles per the specifications of Bid #2018-07 and #2018-08. Staff recommends that Council bill 2018-138 be passed on an emergency basis in accordance with the Joplin City Charter 2.12 (4).

COUNCIL BILL NO. 2018-138 ORDINANCE NO.

AN ORDINANCE approving a purchasing agreement between the City of Joplin, Missouri and Master's Transportation Inc. in the amount of One Hundred Ninety-Two Thousand Five Hundred Fifty-Four Dollars ($192,554) for the purchase of (3) three light duty cut-a-way vehicles per the specifications of Bid #2018-07 and #2018-08; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the purchasing agreement with Master's Transportation Inc. in the not to exceed amount of One Hundred Ninety-Two Thousand Five Hundred Fifty-Four Dollars ($192,554) for the purchase of (3) three light duty cut-a-way vehicles, be and the same is, hereby approved.

Section 2. That upon the final delivery and acceptance of the vehicles per the specifications of Bid #2018-07 and #2018-08, in writing by the Director of Public Works, payment will be made by the City of Joplin.

Section 3. That the City Manager or his designee is hereby authorized to enter into a contract on behalf of the City of Joplin with Master's Transportation Inc.

Section 4. That this Ordinance is an emergency within the meaning of Section 2.12 (4) in that said ordinance provides for procurement of equipment and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Appropriations for this agreement have been approved by 2017-2018 budget from the TST Fund Account Number 140-5002-530-8210.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Account Number 140-5002-530-8210 Project GSTP10 & GSTP20 to pay the amount specified in this ordinance.

_____

Leslie Haase, Director of Finance

BID TABULATION 2018-07

PROJECT: 23' Light Duty Cut A-way
DATE OF BID OPENING: 19 JULY 2018

CONTRACTOR	TOTAL BASE BID
Masters transportation	62,477.00
Midwest Transit	63,419.00
Central States Bus Sales	65,490.00
Diamond Coach	No Bid
BUDGET ESTIMATE	65,000.00

BID TABULATION 2018-08

PROJECT: 26' Light Duty Trolley Cut A-way
DATE OF BID OPENING: 19 JULY 2018

CONTRACTOR	TOTAL BASE BID
Masters transportation	67,600.00
Midwest Transit	69,585.00
Central States Bus Sales	72,990.00
Diamond Coach	No Bid
BUDGET ESTIMATE	70,000.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 20, 2018
Council Bill No. 2018-139

Item: A Construction Agreement with Crews Construction, Inc., for Construction Services Associated with the Rehabilitation Project at the Tin Cup Lift Station.

Originating Department: Public Works – Operations

Attachments: 1) Agreement (AMA-OC-00500)
2) Council Bill No. 2018-139
3) Bid Sheet
4) Copy of City of Joplin Procurement, Manual Local Bid Preference

Department Head:	David Hertzberg
Finance Department:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Samuel L. Anselm

Recommended Action: Approval of a Construction Agreement with Crews Construction, Inc. in the not to exceed amount of $1,380,000.00 for construction services associated with the rehabilitation project of the Tin Cup lift Station.

Background: The Tin Cup Lift Station was built and put into service in 1988 and has three dry weather pumps that are 40hp each and also has two wet-weather pumps that are 100hp each. This is the largest Lift Station that the City of Joplin owns and has an estimated 3.3 mgd (million gallons a day) 2300 gallons a minute and receives in excess of 9 mgd during a major rain event. The Tin Cup Lift Station feeds into a force main that travels a mile and a half to the gravity on Apricot road. This Lift station has lost 10-15 percent of its efficiency over the years and there is a grit chamber that is inoperable and a spiral staircase that has rusted and needs to be replaced. Currently, crews use the spiral staircase to retrieve rags and trash off the bar screen and carry them up three flights of stairs to throw away. Preliminary data obtained from the flow monitoring study was instrumental in providing further information for the sizing of the pumps at the lift station.

Discussion: City Staff followed the City of Joplin procurement policy. Prices came in above the Engineer estimate of $1,300,000.00. Crews Construction, Inc. was the not the low bidder for the

"Total Base Bid Amount." Their Bid was $1,380,000.00 and Flat Creek Excavation, LLC. bid $1,379,600.00 for the total base bid amount. Crews Construction, Inc. is being awarded the bid through the local vendor preference, in accordance with the City of Joplin procurement manual based on the business being located within 25 miles of city hall. The scope of project will include the installation of five new pumps, replacement of the spiral staircase and rehabilitation of the grit chamber converting it into an additional wet-well. This work will be funded from the Sanitary Sewer Fund that was approved in the FY 2017-2018 Budget.

Recommendation: City staff recommends approval a construction agreement with Crews Construction, Inc. for the not to exceed amount of $1,380,000.00 for construction services associated with the rehabilitation of the Tin Cup Lift Station be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2018-139 ORDINANCE NO.

AN ORDINANCE approving a construction agreement with Crews Construction Inc. in the not to exceed amount of One Million Three Hundred Eighty, and No/100 Dollars ($1,380,000.00) for construction services associated with the Rehabilitation of the Tin Cup Lift Station and containing an emergency clause.

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

Section 1. That the construction agreement with Crews Construction, Inc. in the not to exceed amount of One Million Three Hundred Eighty, and No/100 Dollars ($1,380,000.00) for construction services associated for the Rehabilitation of the Tin Cup Lift Station in the City of Joplin, Newton County, a copy of which agreement is attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, payment will be made.

Section 3. That the City Manager or his designee is hereby authorized to execute an agreement on behalf of the City of Joplin with Crews Construction, Inc.

Section 4. That this ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Appropriations for this contract have been approved by the 2017-2018 budget from Sanitary Sewer Fund No. 415-4541-540-8015, Facility Improvements.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2018-139

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund Account Number 415-4541-540-8015 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

BID TABULATION

PROJECT: TIN CUP LIFT STATION REHABILITATION PROJECT
DATE OF BID OPENING: 8 AUGUST 2018

CONTRACTOR	TOTAL BASE BID
Crews Construction, Inc.	1,380,000.00
Flat Creek Excavating, LLC	1,379,600.00
ENGINEER'S ESTIMATE	1,300,000.00

AGREEMENT.....00500

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Crews Construction, Inc. Address: 17603 Keisha Drive Neosho, Missouri 64850-8551	
Attention: DAVID HERTZBERG, P.E.		Attention: Paul S. Crews, President	
Department: PUBLIC WORKS		Phone: 417- 451-5433	Fax: 417-451-9333
Phone: 417-624-0820, EXT 500	Fax: 417-624-4738		

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by the parties identified above.

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

TIN CUP LIFT STATION RENOVATION

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 210 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 maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

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

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

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

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

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

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

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

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

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

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

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 One Million Three Hundred Eighty Thousand and 00/100 Dollars ($1,380,000.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $_500.00_ 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. General Conditions of the Contract
f. Supplemental General Conditions
g. Special Conditions & Provisions
h. Proposal/Bid Document
i. Statement of Bidder's Qualifications
j. Acknowledgment of Addenda
k. Performance Bond
l. Payment and Material Bond
m. Instructions to Bidders
n. Non-Collusion Affidavit
o. 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 One Million Three Hundred Eighty Thousand and 00/100 Dollars ($1,380,000.00) 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.

CONTRACTOR:

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.

By:_____

Printed Name: Paul S. Crews

Title: President

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____
Peter Edwards, City Attorney

By:_____
David Hertzberg, Public Works Director

Every contract for capital construction of improvements in excess of $10,000 will contain a provision requiring the contractor to use products manufactured, assembled, or produced in the United States in the performance of the contract, if the quality and price are comparable with other available goods.

Post Consumer Products: Preference will be given to vendors or contractors who offer products which contain post consumer recyclable material if the quality and price are comparable with other available goods.

Federally Provided Funds: All federal requirements will be followed when purchasing goods and/or services with federally provided funds. Before placing an order with a vendor, each department will verify that the vendor is not debarred or suspended by the federal government on the web page. The web page address is **www.sam.gov**. The issuing department will verify that the prevailing wage is paid to all workers on construction contracts.

State of Missouri Vendors: Preference will be given to vendors or contractors who produce, manufacture, or market goods and/or services within the State of Missouri, if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal.

Local Vendors:

1. Preference will be given to vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below, if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. When a formal written bid or proposal is not required, local vendors may be given an opportunity to match prices offered by non-local vendors, as long as the products are equal as to specifications and quality requirements.

2. A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

    (a) Those businesses with only a local post office box; or
    (b) Those businesses with a sales presence in the said radius, but no physical business location within the said radius; or
    (c) Home based businesses that merely take orders for products shipped from out-of-town to their customers.

3. When bids or proposals are received from both local and non-local vendors or contractors, the local bidder may be given preference in the awarding of the bid provided that its bid meets all other specification, quality, and service requirements in the following instances:

(a) If a local bidder is within three (3%) percent of the lowest bid from a non-local bidder on a bid or proposal from $3,000.00 up to $1,000,000.00, and within two (2%) percent on such bid or proposal from $1,000,000.00 up to $3,000,000.00, and within one (1%) percent on such bid or proposal from $3,000,000.00 to $5,000,000.00.

(b) The local purchasing preference policy shall not apply in the following instances:
    (1) When purchases and or contracts are funded in whole or in part by federal funds.
    (2) When such preference is in conflict with any applicable state or federal laws, rules or regulations.
    (3) When construction projects are financed with public assistance, including but not limited to, tax increment financing, Chapter 100 bonds, Chapter 353 redevelopment projects and enterprise zone redevelopment.

(c) In the event that a general/prime contractor wishes a bid to be considered local, such contractor must either be local as defined above and at least 51% of the value of the total work to be performed as set forth in the bid price must be accomplished by the general/prime contractor or subcontractors considered local pursuant to this policy as defined above; or, utilize subcontractors considered local who will perform at least sixty percent (60%) of the value of the total work to be performed as set forth in the bid. The general/prime contractor will be required to document this information and provide it with the bid in order for the bid to be considered under the local vendor preference policy.

E. Commodity Buying

Departments are encouraged to plan ongoing purchases of goods and/or services in a manner to take advantage of price discounts for quantity purchases of items, such as the following:

*Office and Stationary Supplies
*Janitorial and Paper Supplies

F. Encumbrance Accounting and Budgetary Control

Encumbrance accounting is employed as a practical means of controlling spending. Encumbrances are used to indicate that some unspent funds have been committed by means of purchase orders or executory contracts, and so are NOT available for new spending. Encumbrances are used to reflect committed, but unspent resources, thereby indicating the true balance of resources available for new spending.

The first step in the purchasing process is the preparation and approval of a budget. The budget establishes the levels of available funding and how the funds may be spent. Through the automated financial accounting system, all purchase requisitions and orders will be encumbered against available funds in the department's budget. Encumbrance accounting assists the City in maintaining proper budgetary control to assure that actual expenditures do not exceed annual appropriation levels. Monies committed through the issuance of

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 20, 2018

ITEM: Council Bill No. 2018-514
ORIGINATING DEPARTMENT: Finance Department

ATTACHMENTS: 1) COPY OF COUNCIL BILL
2) COPY OF PUBLIC HEARING NOTICE
3) COPY OF AVERAGE PROPERTY TAX CALCULATION

FINANCE DIRECTOR:	Leslie Haase
CITY ATTORNEY:	Peter Edwards
CITY MANAGER:	Sam Anselm

BACKGROUND:

This is a public hearing to discuss the proposed fiscal year 2017-2018 property tax levy for the City of Joplin and for the affirmation of the tax levy of the Joplin Public Library District. The maximum authorized property tax levy is 54.0 cents and the CPI is 2.10% based on calculations by the State Auditor's office. The property tax of the City of Joplin represents a very small portion of the overall property tax liability for the citizens of Joplin. Property tax provides approximately 1.7% of the general government revenue and is used to fund a portion of Health, Parks, and Solid Waste activities.

Staff is recommending the acceptance of the amount calculated utilizing the State Auditor's worksheet, which represents an increase in the City property tax rate from $.1794 to $.1797. The library rate will remain the same at $.2545 as set forth by Missouri Statute. The total rate will be $.4342 per $100 of assessed valuation, which is up from $.4339 for last year. Property tax is expected to generate $1,041,222 for the City and $1,298,873 for the library. The property tax for a home with an assessed valuation of $100,000 will be $82.50 for both the city and the library portion of the property tax. This represents an increase of $.06 on a home with an assessed valuation of $100,000.

DISCUSSION:

The City of Joplin will levy a property tax of $0.1797 per $100 assessed valuation and the Library District will levy a tax of $0.2545 per $100 assessed valuation.

According to preliminary assessment valuations for 2018 released by the County Clerk's Offices of Jasper and Newton Counties, the assessed valuations for each county for the city are:

	2017	2018
Jasper County	$446,876,385	$452,900,013
Newton County	145,440,015	150,664,869
Total – Both Counties	$592,316,400	$603,564,882

The property tax rate must be set by ordinance by September 1st of each year.

RECOMMENDATION.

It is recommended that this Council Bill be passed on an emergency basis.

COUNCIL BILL NO. 2018-514 ORDINANCE NO.

AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2018 in the amount of Seventeen and Ninety-Seven Hundredths Cents ($0.1797) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2018 in the amount of Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. There be and is hereby levied Five and Ninety-Nine Hundredths Cents ($0.0599) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Health and Welfare of the City of Joplin.

Section 2. There be and is hereby levied Five and Ninety-Nine Hundredths Cents ($0.0599) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Solid Waste Management of the City of Joplin.

Section 3. There be and is hereby levied Five and Ninety-Nine Hundredths Cents ($0.0599) on One Hundred Dollars valuation of all such property as is assessed by City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Parks and Recreation of the City of Joplin.

Section 4. There be and is hereby levied Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purpose of creating a fund for the Public Library District of the City of Joplin.

Section 5. That this Ordinance, fixing a tax rate or assessment of the City, is an emergency within the meaning of Section 2.12(5) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, as an ordinance setting a tax rate and shall be in full force and effect immediately from and after its passage and approval.

COUNCIL BILL NO. 2018-514 **ORDINANCE NO.**

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

day of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN, MISSOURI
PROPERTY TAX LEVY CALCULATION
FOR FISCAL YEAR 2018-2019

NEW TAX RATE

APPRAISED VALUE OF RESIDENCE	MULTIPLIED BY	ASSESSMENT RATIO FOR RESIDENTIAL	DIVIDED BY	PER $100 OF ASSESSED VALUATION	MULTIPLIED **CITY & LIBRARY** RATE	EQUALS	TAX LIABILITY PER YEAR
$ 100,000.00	X	19%	/	100	0.4342	=	$ 82.50

PRIOR YEAR TAX RATE

APPRAISED VALUE OF RESIDENCE	MULTIPLIED BY	ASSESSMENT RATIO FOR RESIDENTIAL	DIVIDED BY	PER $100 OF ASSESSED VALUATION	MULTIPLIED **CITY & LIBRARY** RATE	EQUALS	TAX LIABILITY PER YEAR
$ 100,000.00	X	19%	/	100	0.4339	=	$ 82.44

Total Increase in Tax Liability **$ 0.06**

CITY OF JOPLIN
PUBLIC HEARING

The City of Joplin, Missouri will hold a public hearing during a regular council meeting of the City Council on Monday, August 20, 2018 at 6:00 p.m. in the Council Chambers of the Joplin City Hall located at 602 South Main Street, Joplin, Missouri.

The purpose of the hearing will be to obtain public input concerning the proposed real estate tax levy for the 2018-2019 fiscal year. The tables below provide the preliminary assessed valuations for 2017 and 2018 of taxable real property located within the City of Joplin and the Joplin Library District for comparative purposes. Also presented are the estimated net tax collections for each of the funds for which a tax is levied. Final rates adopted by Council may change slightly due to final assessed values sent to the State by the County.

Entity	2017 Locally Assessed Valuation	2018 Locally Assessed Valuation	2018-2019 Estimated Tax Revenue	Estimated Delinquent Taxes (4%)	2018-2019 Estimated Net Tax Receipts
City of Joplin	$592,316,400	$603,564,882	$1,084,606	$43,384	$1,041,222
Joplin Public Library	$520,722,592	$531,627,815	$1,352,993	$54,120	$1,298,873
			$2,437,599	$97,504	$2,340,095

TAX REVENUE ESTIMATES FOR 2018-2019

Fund	2018 Tax Rate	Proposed 2019 Tax Rate	Estimated 2018 Net Tax Revenues	Projected 2019 Net Tax Revenues
Health & Welfare Fund	$0.0598	$0.0599	$340,037	$347,074
Parks & Recreation Fund	$0.0598	$0.0599	$340,037	$347,074
Solid Waste Mgmt Fund	$0.0598	$0.0599	$340,037	$347,074
Joplin Public Library	$0.2545	$0.2545	$1,272,229	$1,298,873
TOTALS	$0.4339	$0.4342	$2,292,340	$2,340,095

Leslie Haase, C.P.A., C.M.A.
Director of Finance
City of Joplin, Missouri

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 20, 2018
ITEM: Council Bill No. 2018-025 (Re-adoption of Code of Ethics Ordinance)

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2018-025.

DEPARTMENT HEAD: Peter C. Edwards
CITY MANAGER: Sam Anselm
CITY CLERK: Barbara J. Gollhofer
FINANCE DEPARTMENT: Leslie Haase

INTRODUCTION:

This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

DISCUSSION:

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2018.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

PCE:ab
attachment

COUNCIL BILL NO. 2018-025 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2017), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2017), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2017); and

WHEREAS, on the 21st day of August, 2017, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2018.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other

state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

a. Ten percent (10%) or more of any business entity; or

b. An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

c. The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

b. The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

a. The name and address of each of the employers of such person from whom income of

One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

b. The name and address of each sole proprietorship that he owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

a. Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

b. Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in subsection (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2018-611 **ORDINANCE NO**.

AN ORDINANCE approving the applications of Ozark Christian College, for 2019 Conference Series promotions; MSSU Alumni Association for Alumni Tracking Software; Phi Beta Sigma Fraternity (with George Washington Carver National Monument), for Carver Legacy Event; Active Lifestyle Inc., for Joplin Memorial Run; Joplin Disc Golf Club for 14th Annual Four State Open; Rufus Racing, for Summer Roundup Triathlon; Downtown Joplin Alliance for 2019 Events Marketing Campaign; ProMusica for 2019 Concert Series promotions; Joplin Art Fest Committee for the Joplin Arts Fest; Carl Junction Chamber of Commerce for the 19th Annual Carl Junction Bluegrass Festival; Emancipation Celebration Committee for Emancipation Park Day Celebration; Joplin History and Mineral Museum, for Museum Marketing Campaign; George A. Spiva Center for the Arts, for PhotoSpiva; Connect 2 Culture, for Fiddler's on the Route; Wildcat Glades Friends Group, for Shoal Creek Water Festival; and TwelveOne Race Management, for the Mother Road Marathon, for utilization of FY2019 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and, have recommended to the Council that certain festivals, celebrations, events and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the Application of Ozark Christian College, for **2019 Conference Series**, in the amount of Twelve Thousand Five Hundred dollars ($12,500); MSSU Alumni Association for **Alumni Tracking Software**, in the amount of Three-Thousand Five Hundred dollars ($3,500); Phi Beta Sigma Fraternity (with George Washington Carver National Monument), for **Carver Legacy Event**, in the amount of Five Thousand Eight Hundred dollars ($5,800); Active Lifestyle Inc., for **Joplin Memorial Run**, in the amount of Ten Thousand dollars ($10,000); Joplin Disc Golf Club for **14th Annual Four State Open**, in the amount of Eight Thousand dollars ($8,000); Rufus Racing, for **Summer Roundup Triathlon**, in the amount of Seven Thousand Five Hundred dollars ($7,500); Downtown Joplin Alliance for **2019 Events Marketing Campaign**, in the amount of Eight Thousand dollars ($8,000); ProMusica for **2019 Concert Series promotions** in the amount of Two Thousand dollars ($2,000); Joplin Art Fest Committee for the **Joplin Arts Fest**, in the amount of Six Thousand dollars ($6,000); Carl Junction Chamber of Commerce for

the **19th Annual Carl Junction Bluegrass Festival**, in the amount of One Thousand Five Hundred dollars ($1,500); Emancipation Celebration Committee for **Emancipation Park Day Celebration**, in the amount of Three Thousand One Hundred and Fifty dollars ($3,150); Joplin History and Mineral Museum, for **Museum Marketing Campaign**, in the amount of Seven Thousand dollars ($7,000); George A. Spiva Center for the Arts, for **PhotoSpiva**, in the amount of Three Thousand Five Hundred dollars ($3,500); Connect 2 Culture, for **Fiddler's on the Route**, in the amount of Five Thousand dollars ($5,000); Wildcat Glades Friends Group, for, **Shoal Creek Water Festival**, in the amount of Five Thousand dollars ($5,000); TwelveOne Race Management, for the **Mother Road Marathon**, in the amount of Four Thousand dollars ($4,000), for utilization of FY2019 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara j. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the CVB Fund, Accounts No. 105-4080-560-7505 to pay the grant amounts awarded.

_____
Leslie Haase, Director of Finance

City of Joplin City Council Agenda Item

Requested Council Meeting Date: August 20, 2018

ITEM: Council Bill No. 2018-611. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2019 relating to special events, festivals and celebrations.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2018-611

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

INTRODUCTION:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2019 special events, festivals and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

SUMMARY:

The purpose of this Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For-Profit organizations may apply;
- Events must be held between November 1, 2018 & October 31, 2019;
- Events must be held within 20 miles of Joplin city limits;
- Events must be open to the general public.

On July 24, 2018, the Joplin Convention & Visitors Bureau Advisory Board held a meeting to review and discuss applications submitted for the FY19 Events & Attractions Grant Program. Following the review, the Board listened to presentations from each of the applicants that included a 5-minute presentation and 5-minute question and answer period.

19 funding requests from 18 organizations totaled $212,025.25 were received. Annual funding available for this program is capped at $110,000.00.

In their review, the Board took into consideration many factors including, an events tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal and community development.

Applications are worth a total of 100 points with a minimum of 60-points required to be eligible for funding. Applications were scored and ranked by the total number of points received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70-miles+ (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Just because an event received 60-points does not automatically mean it will receive funding. Following the scoring and ranking, the Advisory Board discussed each application and made final funding decisions.

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following funding recommendations for City Council approval:

1. Ozark Christian College, for **2019 Conference Series** (5 conferences), scored 88.8, asked for $15,000, awarded $12,500 (Twelve Thousand Five Hundred dollars).
2. MSSU Alumni Association for **Alumni Tracking Software**, scored 87.7, asked for $3,500, awarded $3,500 (Three-Thousand Five Hundred dollars).
3. Phi Beta Sigma Fraternity (with George Washington Carver National Monument), for **Carver Legacy Event**, scored 84.1, asked for $9,700, awarded $5,800 (Five Thousand Eight Hundred dollars); specifically, for entertainment.
4. Active Lifestyle Inc., for **Joplin Memorial Run**, scored 82.0, asked for $15,000, awarded $10,000 (Ten Thousand dollars).
5. Joplin Disc Golf Club for **14th Annual Four State Open**, scored 76.6, asked for $15,000, awarded $8,000 (Eight Thousand dollars).
6. Rufus Racing, for **Summer Roundup Triathlon**, scored 75.0, asked for $15,000, awarded $7,500 (Seven Thousand Five Hundred dollars).
7. Downtown Joplin Alliance for **2019 Events Marketing Campaign**, scored 68.9, asked for $13,900, awarded $8,000 (Eight Thousand dollars).
8. ProMusica for **2019 Concert Series** (7 concerts), scored 67.3, asked for $2,330, awarded $2,000 (Two Thousand dollars).
9. Joplin Art Fest Committee for the **Joplin Arts Fest**, scored 64.6, asked for $15,000, awarded $6,000 (Six Thousand dollars).
10. Carl Junction Chamber of Commerce for the **19th Annual Carl Junction Bluegrass Festival**, scored 64.4, asked for $15,000, awarded $1,500 (One Thousand Five Hundred dollars); specifically, for digital marketing.
11. Emancipation Celebration Committee for **Emancipation Park Day Celebration**, scored 60.6, asked for $5,500, awarded $3,150 (Three Thousand One Hundred and Fifty dollars); specifically, for entertainment.
12. Joplin History and Mineral Museum, for **Museum Marketing Campaign**, scored 60.6, asked for $14,760, awarded $7,000 (Seven Thousand dollars); specifically, for digital marketing.

13. George A. Spiva Center for the Arts, for **PhotoSpiva**, scored 60.3, asked for $13,045.25, awarded $3,500 (Three Thousand Five Hundred dollars); specifically, for updating the event web site.

Additionally, the board recommends funding for three applications which scored in the mid-to-upper 50s. The recommended funding for two of these are not specifically for the event the application was written for but for the greater work the organization does in support of tourism. For these two, the reimbursable funds are earmarked for marketing at the organizations discretion over the course of the grant year.

14. Connect 2 Culture, for **Fiddler's on the Route**, scored 59.1, asked for $15,000, awarded $5,000 (Five Thousand dollars).
15. Wildcat Glades Friends Group, for, **Shoal Creek Water Festival**, scored 56.5, asked for $12,800, awarded $5,000 (Five Thousand dollars).

The Mother Road Marathon, with its long relationship with the CVB scored below the 60-point mark but the Board recognizes that some level of marketing support is important. These reimbursable funds are earmarked for marketing this event.

16. TwelveOne Race Management, **Mother Road Marathon**, scored 59.6, asked for $15,000, awarded $4,000 (Four Thousand dollars).

Two applications scored lower and not recommended for funded.

17. Central Christian Church, for **Joyful Hearts Conference**, scored 47.5, asked for $7,205, awarded $0.
18. TwelveOne Race Management, for **Amazing Grace 15K run**, scored 37.9, asked for $6,000, awarded $0.

One application was not scored at the organization's request. After the application submission deadline, they decided to move their event to even numbered years and will not have a 2019 event. They will apply next year for FY20 funding.

19. Four-State Trucks/Chrome Shop Mafia, for **Guilty by Association**, no score, asked for $15,000, awarded $0.

In total, these recommended allocations of the FY2019 JCVB Events & Attractions Grant program total $92,450.00.

RECOMMENDATION:

The JCVB Advisory Board and Staff recommend for Joplin City Council approval the funding recommendations and Grants be awarded for the sixteen (16) events and attractions described above.

ATTACHMENTS:

None.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2018

Item: COUNCIL BILL NO. 2018-266
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-266
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 07/9/18

Recommended Action: Planning and Zoning Commission recommended to table by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:
Case 025-18: A tract of land located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue – A request to rezone from Single Family Residential District (R1) to Two-Family Residential Planned Overlay District (R2-PD) for the construction of duplexes – Parker Properties & Investments

STAFF SUMMARY:
This property is currently zoned R-1. Because there are duplexes both to the east and west, an R-2 zoning would be more appropriate for this tract of land. The applicant wishes to construct duplexes on this property. Rezoning this property does not violate the policies in Joplin's Comprehensive Plan.

Staff recommends Case 025-18 be approved.

PLANNING & ZONING COMMISSION TESTIMONY:
Kevin Parker, 1115 Illinois, Joplin, MO 64801. Mr. Parker stated that he has 5 lots that he had purchased after the tornado. The property is just off 20th Street and surrounded by duplexes on the northeast side and commercial on the north side. He desires to build 6 quality duplexes in that location. The duplexes are three-bedroom, two baths. They appraise at $265,000.00 apiece.

Mr. Dermott wanted to know about a buffer between the property and the single-family properties.

Mr. Parker stated that he considered building a fence. A privacy fence of some sort would probably make a good buffer.

PUBLIC COMMENT:
Gayle Frances, 2115 Delaware, Joplin, MO. She stated that she rebuilt after the tornado on the same lot. Mrs. Frances stated that she feels like she is being inundated by duplexes. She would like a buffer of some kind between the two properties.

Mr. Bolander mentioned that Mr. Parker is requesting an R-2-PD District, so the plans will come back to this commission before permits can be issued.

CB 2018-266

Case 025-18: A tract of land located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue – A request to rezone from Single Family Residential District (R1) to Two-Family Residential Planned Overlay District (R2-PD) for the construction of duplexes – Parker Properties & Investments

Kevin Parker, 1115 Illinois, Joplin, MO 64801. Mr. Parker stated that he has 5 lots that he had purchased after the tornado. The property is just off 20th Street and surrounded by duplexes on the northeast side and commercial on the north side. He desires to build 6 quality duplexes in that location. Since the purchase of this property, the R-2 zone has extended to the Southeast. The duplexes are three-bedroom, two baths. They appraise at $265,000.00 apiece. They are brick and smart siding.

Mr. Dermott wanted to know about a buffer between the property and the R-1 properties.

Mr. Parker stated that he considered building a fence. A privacy fence of some sort would probably make a good buffer.

Mr. Cortez asked if there were any other questions for Mr. Parker. There was not. He also asked if there was anyone else that would like to speak in favor of this case? There was not. Would anyone like to speak in opposition of this case?

Gayle Frances, 2115 Delaware, Joplin, MO. She stated that she rebuilt after the tornado on the same lot. Mrs. Frances stated that she feels like she is being inundated by duplexes. Right behind Mr. Parkers property is a pond and there is a pipe that could possibly over flow and flow right through the duplexes. She would like a buffer of some kind between the two properties.

Mr. Ramsour wanted to ask Mr. Bolander, if we change the zoning with the concept of a buffer, can we do that or not?

Mr. Bolander stated it was already in the code. Between R-1 and R-2 Districts there are different options he could use. It is an administrative requirement. Mr. Bolander mentioned that Mr. Parker is requesting an R2-PD District, so the plans will come back to this commission before permits can be issued.

Mr. Cortez asked if there were any other questions? There was not. Case 025-18 is closed.

MR. DERMOTT MADE THE MOTION AND SECONDED BY MR. RAMSOUR, THAT CASE 025-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MR. DERMOTT, MRS. BRUECKNER-SEARS, MRS. KOELKEBECK AND MR. MCCULLOUGH VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: July 9, 2018
City Council Meeting: August 6, 2018

STAFF PLANNING REPORT
Rezoning

CASE 025-18 A request to rezone from Single Family Residential District (R1) to Two-Family Residential Planned Overlay District (R2-PD) for the construction of duplexes

LOCATION Located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue

APPLICANT Parker Properties & Investments

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	1.18 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1	R-2	R-1	R-2
Land Use	Vacant	Duplexes	Single Family Residential	Duplexes

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Delaware Avenue	Secondary	60'

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

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

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

No. The Future Land Use Map currently designates this area as Single Family Residential. However, much of the surrounding properties currently have duplexes on them.

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

This property is currently zoned R-1. Because there are duplexes both to the east and west, an R-2 zoning would be more appropriate for this tract of land.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The surrounding properties would not be significantly impacted by rezoning because there are already duplexes on adjacent lots.

DISCUSSION

The applicant wishes to construct duplexes on this property. Because there are already duplexes on adjacent lots to the east and west, duplexes may be a more appropriate use for this property than single family homes. Rezoning this property does not violate the policies in Joplin's Comprehensive Plan.

Staff recommends approval of Case 025-18

ATTACHMENTS

- Application

REZONING APPLICATION FORM

RECEIVED 6-1-18

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

For Office Use Only
Case No.: 025-18
Filing Fee: $500.00
Date Advertised: 6-24-18
Date Notices Sent: 6-26-18
P&Z Date: 7-9-18
City Council Date: 8-6-18

APPLICANT: Parker Properties & Investments PHONE: 417-624-5552
ADDRESS: 1115 Illinois Ave. ZIP: 64801
EMAIL:
OWNER: Kevin Parker PHONE: 417-624-5552
ADDRESS: 1115 Illinois Ave. ZIP: 64801
EMAIL:
LOCATION OF PROPERTY: 2111, 2019, 2017, 2015 S Delaware Ave.
LEGAL DESCRIPTION: See attachment, Exhibit A.

Present Zoning R-1 Requested Zoning: R2-PD Acreage: 1.18
Present Use of Property: Vacant
Proposed Use of Property: Multi-family residential

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	C-1
South	Residential	R-1
East	Residential	R2-PD
West	Resdential	R-2

CHARACTER OF THE NEIGHBORHOOD: Mixed use

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: Current lots are too small to meet zoning lot area and width requirements.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   X Site Plan X Landscape Plan X Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: S. Delaware Ave.
2. Classification of Street(s):
   Arterial _____ Collector _____ Local X
3. Right-of-Way Width: 24 Feet
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

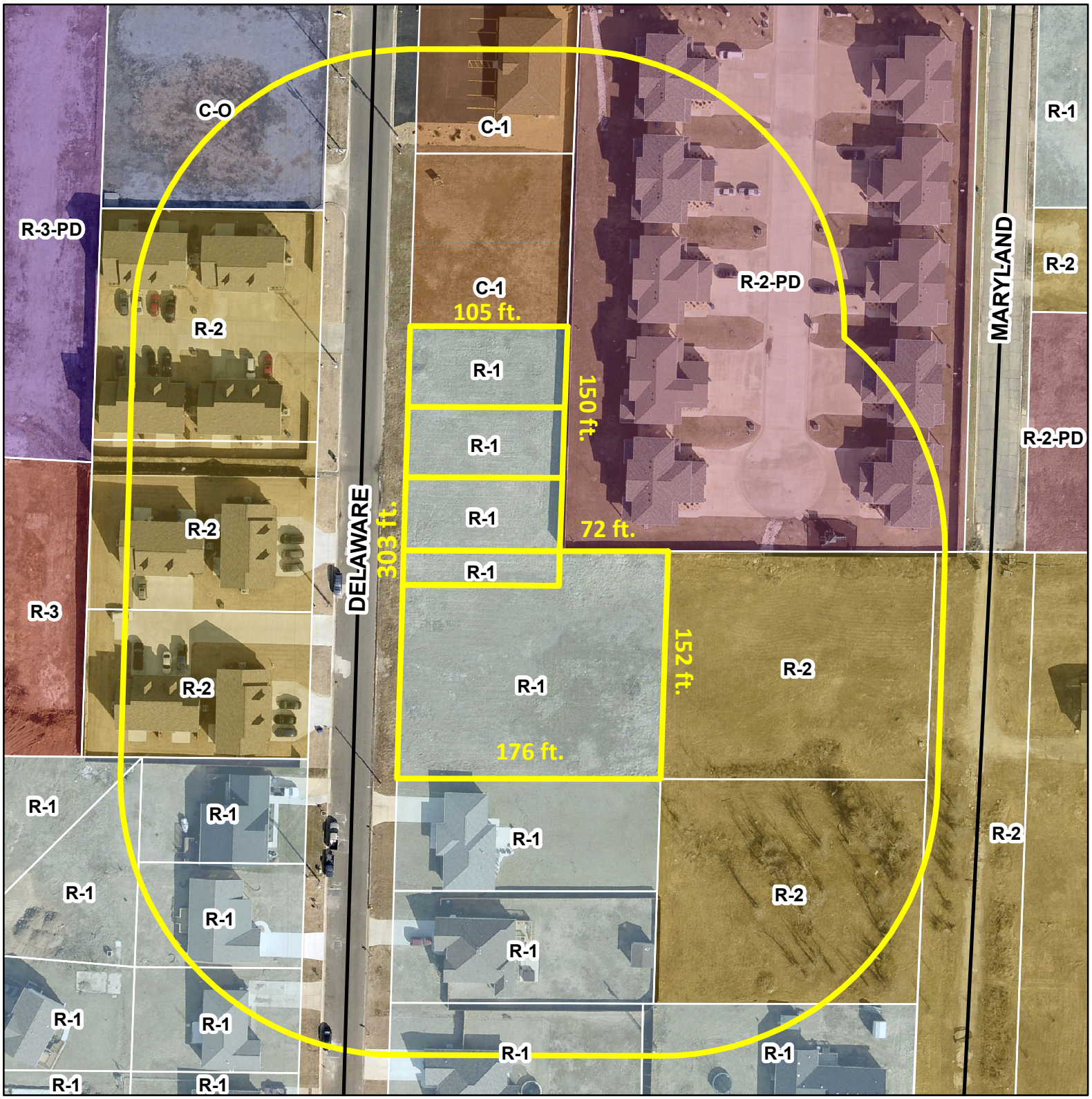
1. Appropriately Sized Lots? Yes
2. Properly Sized Street Right-of-Way? Yes
3. Drainage Easements? Yes
4. Utility Easements:
   - Electricity? Yes
   - Gas? Yes
   - Sewers? Yes
   - Water? Yes
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 6/1/18

BY: Wayne Stephenson

TITLE: Civil Engineer



Case 025-18: A tract of land located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue -- A request to rezone from Single Family Residential District (R1) to Two-Family Residential Planned Overlay District (R2-PD) for the construction of duplexes -- Parker Properties & Investments

N







P & Z Case 025-18

Parker Properties &
Investments
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-266 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2-PD property as described below and located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue, City of Joplin, Jasper County, Missouri.

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

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

Tract 1: All the South 50 feet of the North 106.3 feet of Miscellaneous Tract Numbered Six (6) in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; AND Tract 1a: All of the North 4 feet of the following described tract of land: All of Miscellaneous Tract Numbered 6 in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, EXCEPT the South 50 feet, and EXCEPT the North 106.3 feet thereof, being more particularly described as follows: Commencing at an iron pin found at the Northwest corner of said Miscellaneous Tract Numbered 6 in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, thence South 0°06'14" East along the East right-of-way of Delaware Avenue 106.38 feet to an iron pin found at the point of beginning, thence North 88°25'46" East 103.84 feet to an iron pin found on the East line of said Miscellaneous Tract Numbered. 6, thence South *0°05'45"* East along said line 4 feet, thence South 88°25'47" West 103.84 feet to the West line of said Lot, being the East right-of-way of Delaware Avenue, thence North along said line and right-of-way 4 feet to the point of beginning; AND Tract 2: All of Miscellaneous Tract Numbered 6 in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof EXCEPT the South 50 feet, and EXCEPT the North 106.03 feet, and EXCEPT all of the North 4 feet of the following described tract of land: All of Miscellaneous Tract Numbered 6 in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof being more particularly described as follows: Commencing at an iron pin found at the Northwest corner of said Miscellaneous Tract Numbered 6, thence South 0°06'14" East along the East right-of-way of Delaware Avenue 106.38 feet to an iron pin found at the point of beginning, thence North 88°25'46" East 103.84 feet to an iron pin found on the East line of said Miscellaneous Tract Numbered 6, thence South 0°05'45" East along said line 4 feet, thence South 88°25'47" West 103.84 feet to the West line of said Lot, being the East right-of-way of Delaware Avenue, thence North along said

line and right-of-way 4 feet to the point of beginning, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof AND all of the North 1 foot of the South 50 feet of Miscellaneous Tract Numbered 6, in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; AND Tract 3: All of the South 50 feet of Miscellaneous Tract Numbered 6, EXCEPT the North 1 foot, in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; AND Tract 4: All that Part of Miscellaneous Tract Numbered Thirteen (13) in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, described as beginning 412.50 feet South of the Northwest corner of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW l/4), thence East 103.92 feet, thence South 23 feet, thence West 103.92 feet, thence North 23 feet, more or less, to the point of beginning; AND Tract 5: All of the West One-half (W l/2) EXCEPT the South 150 feet of the following tract of land: Beginning at a point 412.5 feet South of the Northwest corner of the Northeast Quarter (NE l/4) of the Northwest Quarter (NW l/4) of Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, running thence South 302.63 feet, thence East a distance of 359.65 feet, thence North 302.63 feet, thence West 359.65 feet to the point of beginning, being part of Miscellaneous Tract Numbered 13 in said Section, Township and Range in the City of Joplin, Jasper County, Missouri, EXCEPT all that part of Miscellaneous Tract Numbered 13 in Section 13, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, described as beginning 412.5 feet South of the Northwest corner of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) thence East 103.92 feet, thence South 23 feet, thence West 103.92 feet, thence North 23 feet, more or less, to the point of beginning SECTION 13, TOWNSHIP 27, RANGE 33, LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; generally described as a tract of land located approximately 225 feet south of 20th Street, on the east side of Delaware Avenue.

A request from Stephen Vogel to rezone Lots 17 through 32 from R-1 (Single-Family Residential District) to R-2 (Two-Family Residential District) for the construction of duplexes all located in Tallgrass Estates subdivision in the City of Joplin, Jasper County, Missouri.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney