COUNCIL AGENDA
Tuesday, September 4, 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. Proposed East Town Hope Park Presentation By Brent Baker.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Margey Upson Would Like To Speak On Raises.

   2. Clifford Wert, 407 Pennsylvania Ave., Joplin, Would Like To Provide An Update On The Capital Campaign For The Harry M. Cornell Arts & Entertainment Complex

   3. Jeremie Humphrey, PO Box 1712, Joplin, Would Like To Speak On Fire Fighter Pay Scale.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2018-269
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and including in District R-1 property as described below and located 7414 E. 32nd Street, City of Joplin, Newton County, Missouri.

      Documents:

      CB 2018-269 MINUTES.PDF
      CB 2018-269 STAFF REPORT.PDF
      CB 2018-269 SUMMARY.PDF
      CB 2018-269.PDF

   3. RESOLUTION NO. 2018-013
      A RESOLUTION granting a Special Use Permit (First Request) to Stephanie Theis for a parking lot located 733 S. Picher in the City of Joplin, Jasper County, Missouri.

      Documents:

      RS 2018-013 MINUTES.PDF
      RS 2018-013 STAFF REPORT.PDF

RS 2018-013 SUMMARY.PDF
RS 2018-013.PDF

4. COUNCIL BILL NO. 2018-270
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of
Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in
District R-1 property as described below and located A tract of land on the west side of North
St. Louis Avenue, located approximately 656 feet north of the intersection of North St. Louis
Avenue and East Fountain Road, City of Joplin, Jasper County, Missouri.

Documents:

CB 2018-270 MINUTES.PDF
CB 2018-270 STAFF REPORT.PDF
CB 2018-270 SUMMARY.PDF
CB 2018-270 ORDINANCE.PDF

5. 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.

Documents:

CB 2018-265 MINUTES.PDF
CB 2018-265 STAFF REPORT.PDF
CB 2018-265.PDF
CB 2018-265 SUMMARY.PDF

8. Consent Agenda

1. Meeting Notes Of The August 20, 2018 Informal City Council Meeting

Documents:

AUG 20- INFORMAL NOTES.PDF

2. Minutes Of The August 20, 2018 Joplin City Council Meeting

Documents:

CC MINS AUG 20, 2018.PDF

3. 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:

CB2018-025.PDF

4. 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:

CB2018-611.PDF

9. Resolutions

1. RESOLUTION NO. 2018-014

A RESOLUTION authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2019 Historic Preservation Fund Grant for the East Town (Original Joplin) Historic Survey Phase II.

Documents:

RS 2018-014 SUMMARY.PDF
RS 2018-014.PDF

2. RESOLUTION NO. 2018-015

A RESOLUTION authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2019 Historic Preservation Fund Grant for the National Historic Register Nomination of Memorial Hall.

Documents:

RS 2018-015 SUMMARY.PDF
RS 2018-015.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2018-140

AN ORDINANCE authorizing the City to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program

(AIP) for Engineering Services for the update of the Pavement Management Plan 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.

Documents:

FAA PMP GRANT AGREEMENT.PDF
3-29-0037-038-2018 GRANT DRAFT.PDF
CB 2018-140 FAA PMP GRANT AGREEMENT.PDF

2. COUNCIL BILL NO. 2018-141
AN ORDINANCE authorizing the City to enter into a Grant Agreement with the Missouri Department of Transportation (MoDOT) for assistance in promotion of Air Service 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.

Documents:

MODOT AIR SERVICE GRANT AGREEMENT.PDF
AIRPORT AID AGREEMENT FOR AIR SERVICE CITY OF JOPLIN AIR 186-090A-2.PDF
CB 2018-141.PDF

3. COUNCIL BILL 2018-142
AN ORDINANCE approving the City of Joplin to enter into an agreement with Bennett Inc., in the amount of One Hundred Twenty-Two Thousand Six Hundred Twelve dollars ($122,612.00) for construction of the Villa Heights Sanitary Sewer Reroute & Streambank Stabilization Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2018-142 - VILLA HEIGHTS BENNETT.PDF
SUMMARY SHEET VILLA HEIGHTS-CB 2018-142.PDF
EXHIBIT - PHOTOS - FOR SUMMARY SHEET FOR CB 2018-142.PDF
BID TAB FORM-CB 2018-142.PDF
JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING -CB 2018-142.PDF

4. COUNCIL BILL NO. 2018 – 365
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 219 Washington. in the City of Joplin, Missouri, for Three Thousand One Hundred Seventy-Five and 00/100 Dollars ($ 3,175.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-365.PDF
CB 2018-365-BID.PDF
CB 2018-365-PICTURES.PDF
CB 2018-365-SUMMARY.PDF

5. COUNCIL BILL NO. 2018 – 366
   AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 2213 Adele. in the City of Joplin, Missouri, for Three Thousand Seven Hundred Fifty and 00/100 Dollars ($ 3,750.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   CB 2018-366 PICTURES.PDF
   CB 2018-366.PDF
   CB 2018-366-BID.PDF
   CB 2018-366-SUMMARY.PDF

6. COUNCIL BILL NO. 2018 – 367
   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 1010 Monroe. in the City of Joplin, Missouri, for Three Thousand Five Hundred and 00/100 Dollars ($ 3,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   CB 2018-367 BIDS.PDF
   CB 2018-367 PICTURES.PDF
   CB 2018-367 SUMMARY.PDF
   CB 2018-367.PDF

11. **Ordinances - First Reading**

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

13. **Unfinished Business**

14. **New Business**

    1. News From The 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.

CB 2018-269

Case 032-18: 7414 E 32nd Street – A request to rezone from C-1 (Neighborhood Commercial District) to R-1 (Single-Family Residential District) – Thomas Christensen.

Thomas Christensen, 7414 E 32nd Street, Joplin, MO. He is requesting that the property be rezoned back to R-1 (Single-Family Residential). This neighborhood is mixed use with 5 residences and 3 commercial properties. Without an R-1 designation the problem is to get an appraisal or be able to re-sell the property as residential since it is non-conforming use.

Mr. Ramsour wanted to know if this case came before us a few months ago?

Mr. Bolander stated that this case did come before the board several months ago to have the property zoned C-1. There was a commercial contract that fell through.

Mr. Cortez asked Mr. Christensen if he currently lives at this address.

Mr. Christensen stated he does.

Mr. Cortez asked if there were any other questions for Mr. Christensen? There were not. Anyone to speak in favor of this case? There were not. Anyone to speak against this case? There were not. Case closed.

MR. RAMSOUR MOVED, SECONDED BY MRS. BRUECKNER-SEARS THAT CASE 032-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, AND MR. MCCULLOUGH VOTING "AYE". (4 IN FAVOR, 0 NAYS, 3 ABSENT).

Z&P Meeting: August 13, 2018
City Council Meeting: September 4, 2018

STAFF PLANNING REPORT
Rezoning

CASE 032-18 A request to rezone from C-1 (Neighborhood Commercial District) to R-1 (Single Family Residential)

LOCATION 7414 E. 32nd Street

APPLICANT Thomas Christensen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Residential	5 acres

SITE CONTEXT

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

FUTURE LAND USE

Joplin's Future Land Use Map shows this lot as Retail Commercial. The surrounding properties are shown to be either Industrial or Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
East 32nd Street	Arterial	80'

UTILITIES Utilities need to be extended to this property.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Rezoning this property to Single Family Residential would allow it to be consistent with its current use. There are a mix of zoning districts in this vicinity of town.

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

Rezoning this property to residential would be consistent with its current use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Rezoning will minimally impact surrounding properties.

DISCUSSION

On April 9, 2018, this property was rezoned from Single-Family Residential (R-1) to Neighborhood Commercial District (C-1). At the time, there was a potential deal to sell the property for commercial use. However, that deal has fallen through and will no longer take place. The applicant wishes to once again rezone this property to Single-Family Residential (R-1) in order to keep using it for its current use and possibly sell it as a residential property. There is currently a house on the property, but no adjacent properties are zoned Residential. However, the character of the surrounding neighborhood does not make rezoning this lot to residential an inappropriate use.

Staff recommends approval of Case 032-18.

ATTACHMENTS

- Application

RECEIVED 7-6-18

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: Q32-18
Filing Fee: $500.00
Date Advertised: 7-29-18
Date Notices Sent: 7-31-18
P&Z Date: 8-6-18
City Council Date: 9-4-18

APPLICANT: THOMAS CHRISTENSEN PHONE: 417-437-2915
ADDRESS: 7414 E. 32ND STREET ZIP: 64804
EMAIL: TOMCHRIS32@GMAIL.COM
OWNER: SAME PHONE:
ADDRESS: ZIP:
EMAIL:
LOCATION OF PROPERTY: 7414 E. 32ND STREET
LEGAL DESCRIPTION: See attached

Present Zoning C-1 Requested Zoning: R-1 Acreage: 5
Present Use of Property: RESIDENCE
Proposed Use of Property: RESIDENCE

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	RESIDENCE	NA
South	FARM LAND	NA
East	WAREHOUSE	NA
West	VACANT LAND	NA

CHARACTER OF THE NEIGHBORHOOD: MIXED USE WITH 5 SINGLE FAMILY RESIDENCES AND THREE COMMERCIAL USES

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: PROPERTY CANNOT BE SOLD OR REFINANCED AS RESIDENE SINCE ADDRAISAL WILL SHOW HIGHEST & BEST USE AS COMMERCIAL

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: 32ND STREET (HIWAY FF)
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   CENTER TURN LANE PRESENT

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

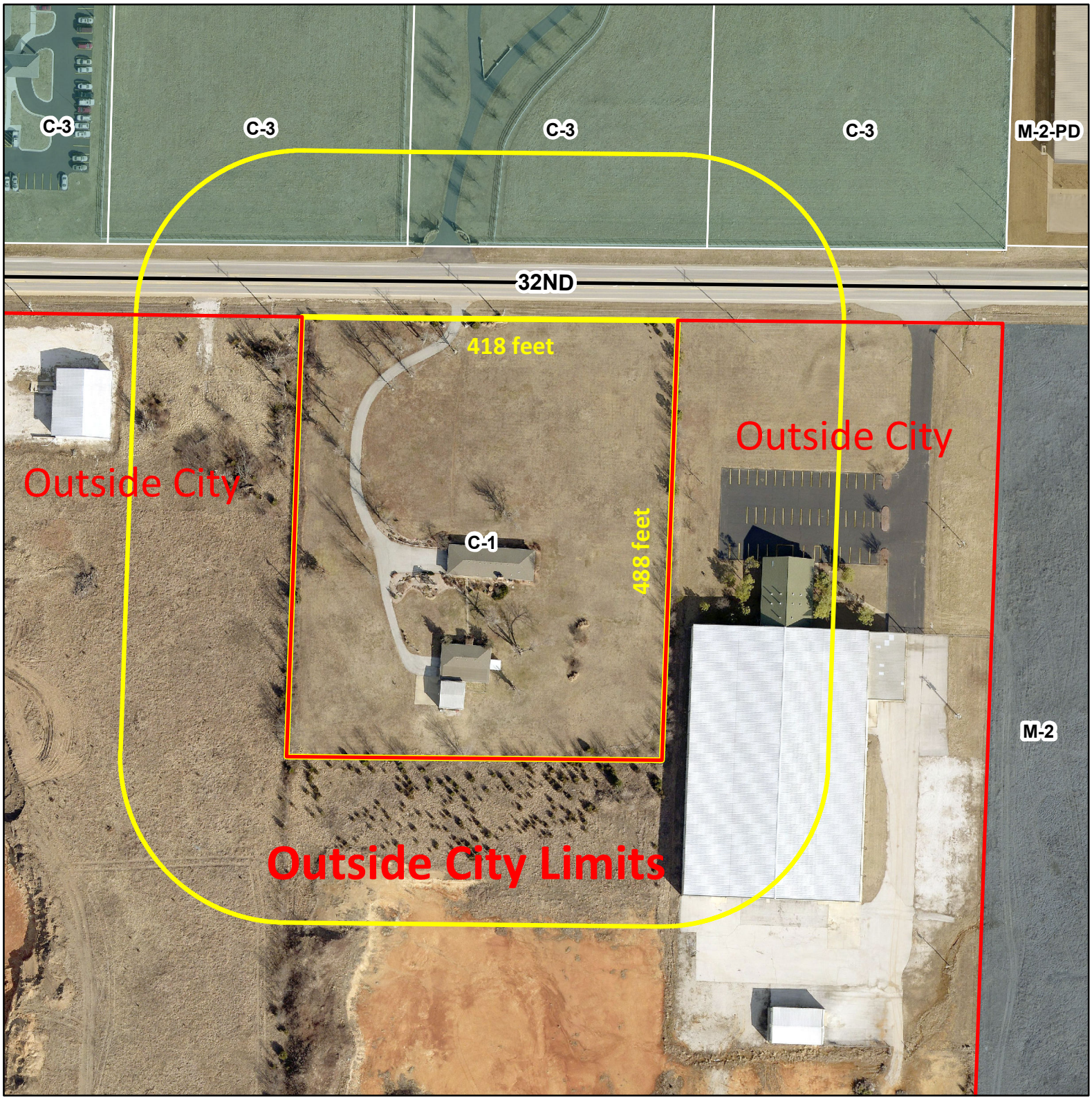
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

BECAUSE OF MIXED USE NATURE OF NEIGHBORHOOD APPRAISALS WILL BE DIFFICULT TO SHOW HIGHEST & BEST USE AS RESIDENCE WITH C-1 ZONING

SIGNATURE: Thomas A Christensen DATE: 7-6-18

BY: THOMAS A CHRISTENSEN

TITLE: OWNER



0 125 250 500 750 1,000 Feet

Case 032-18: 7414 E. 32nd Street -- A request to rezone from Neighborhood Commercial District (C1) to Single Family Residential (R1) for residential use -- Thomas Christiansen

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2018

Item: COUNCIL BILL NO. 2018-269
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-269
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: 08/13/18

Recommended Action: Planning and Zoning Commission recommended to table by a vote of "4 in Favor, 0 Nay, 3 Absent."

SUMMARY/REQUEST:
Case 033-18: 7414 E 32nd Street – A request to rezone from C-1 (Neighborhood Commercial District) to R-1 (Single-Family Residential District) – Thomas Christensen

STAFF SUMMARY:

On April 9, 2018, this property was rezoned from Single-Family Residential (R-1) to Neighborhood Commercial District (C-1). At the time, there was a potential deal to sell the property for commercial use. However, that deal has fallen through and will no longer take place. The applicant wishes to once again rezone this property to Single-Family Residential (R-1) in order to keep using it for its current use and possibly sell it as a residential property.

Staff recommends Case 033-18 be approved.

PLANNING & ZONING COMMISSION TESTIMONY:
Thomas Christensen, 7414 E 32nd Street, Joplin, MO. He is requesting that the property be rezoned back to R-1 (Single-Family Residential). This neighborhood is mixed use with 5 residences and 3 commercial properties. Without an R-1 designation the problem is to get an appraisal or be able to re-sell the property as residential since it is non-conforming use.

Mr. Bolander stated that this case did come before the board several months ago to have the property zoned C-1. There was a commercial contract that fell through.

PUBLIC COMMENT:
None.

P & Z Case 032-18

Thomas Christiansen
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-269 ORDINANCE NO.

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

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

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

BEG 358.17' W & 41.83' S NE COR NW1/4 NE1/4 S 490' W 418' N 490' E 418' TO POB OF SECTION 22, TOWNSHIP 27, RANGE 32, LOCATED IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RS 2018-013

Case 031-18: 733 S. Picher Avenue – A request for a Special Use Permit (1st request) for the operation of a parking lot – Stephanie Theis.

Stephanie Theis, Executive Director of Children's Haven of Southwest Missouri, 711 S Picher, Joplin, MO. They own that block and 733 S Picher is on that block. They are wanting a parking lot on that property for 15 parking spaces. This will be to utilize three (3) Vans that they use for transportation of the children. They have been parking on Picher Ave. and the Vans have been damaged over the years. Also, a way to unload and load the children safely. 733 S Picher Avenue is two lots, on which the residential homes have been demolished. One of the properties burned and the property owner donated the property to Children's Haven. The time of use during the day for the parking lot would be from 7:00am to 8:00pm. We would have visitors during the day, parents that might park there, people that are coming for tours of the children's home. There is parking behind the home and the staff normally parks there and will continue to park behind the home.

Mr. Cortez asked if there were any questions from the Commission to Ms. Theis?

Mr. Ramsour wanted to know if the lot was going to be paved?

Mrs. Theis stated it would be. They are working with Anderson Engineering and Midland Construction on the project.

Mr. Cortez asked if it would be fenced?

Mrs. Theis stated they were looking at the greenspace.

Mr. Cortez asked if there were any other questions for the applicant? There were not. Mr. Cortez asked if there was anyone else that would like to speak in favor of this case?

Jerry Holcomb, 3016 W. 26th Street, Joplin, MO. He is on the board of Children's Haven and has been for a number of years. He stated that he thinks the facility has done nothing but bring up the neighborhood. He is whole heartedly in support of the request.

Mr. Cortez asked if there was anyone to speak against this case? There were not. Case Closed.

MRS. BRUECKNER-SEARS MOVED, SECONDED BY MR. RAMSOUR THAT CASE 031-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, AND MR. MCCULLOUGH VOTING "AYE". (4 IN FAVOR, 0 NAYS, 3 ABSENT).

Z&P Meeting: August 13, 2018
City Council Meeting: September 4, 2018

STAFF PLANNING REPORT
Special Use Permit

CASE 031-18 A request for a Special Use Permit (1st Request) for the operation of a parking lot

LOCATION 733 S. Picher Avenue

APPLICANT Children's Haven

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Parking Lot	0.1435 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-3	R-1
Land Use	Children's Haven. Owned by applicant	Single-Family Residential	Apartments	Single-Family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Picher Avenue	Secondary	60'
8th Street	Secondary	50'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

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

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

This property is owned by Children's Haven, which operates on the adjacent property to the north. Children's Haven is a non-profit organization that cares for children while their parents are unable to offer adequate care due to various reasons. The Joplin Zoning Ordinance allows parking lots in residential areas, but a Special Use Permit is required first. This parking lot is intended to be used for employee vehicles for Children's Haven. After hours, there may be a few organizational vehicles parked there. Adequate buffering will be in place to screen car headlights from the surrounding neighborhood. However, little to no activity is anticipated to take place after business hours. Children's Haven is in need of additional parking on site. Permitting this parking lot will largely alleviate the need for vehicles to park on the street, which is relatively narrow.

The current zoning map shows there to be residential properties directly to the north of the proposed parking lot. Children's Haven now owns those lots and the residential homes have been demolished since the time that new imagery was taken.

CONDITIONS

1. This Special Use Permit is issued to Children's Haven for the operation of a parking lot at 733 S. Picher Avenue.
2. All open off-street parking and loading areas shall be graded with an all-weather material such as asphalt, concrete or double sealcoat.
3. The term of this permit shall be permanent.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 031-18.

SPECIAL USE PERMIT APPLICATION

RECEIVED 7-3-18

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.: 031-18
Filing Fee: $500.00
Date Advertised: 7-29-18
Date Notices Sent 7-31-18
Public Hearing Date: 8-6-18

APPLICANT: Stephanie Theis, E.D. PHONE: 417-782-4453
ADDRESS: 711 S. Picher, Joplin 64801 EMAIL: ch-stephanie@att.net
OWNER: Children's Haven of SWMO PHONE: 417-782-4453
ADDRESS: 711 S. Picher, Joplin 64801 EMAIL: ch-stephanie@att.net
LOCATION OF PROPERTY: 733 S. Picher, Joplin 64801
LEGAL DESCRIPTION: Lot Numbered Twenty-four (24) in Byers and Murphy's Second Addition to the City of Joplin, Jasper County, Missouri
PRESENT ZONING CLASSIFICATION: R1 ACREAGE: 0.1435
PRESENT USE OF PROPERTY: blighted homes demolished recently to current vacant lots
PROPOSED LAND USE ACTIVITY: playground addition and parking for nonprofit organization

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Children's Haven home	R1
South	Apartments	R3
East	Home & rental home	R1
West	2 homes	R1

	Yes	No
Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.		
1. Is deemed necessary for the public convenience at that location.	✓	
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	✓	

3. Is found to be generally compatible with the neighborhood in which it is proposed. ✓ ____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. ✓ ____

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. ✓ ____

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. ✓ ____

Should this special use be valid only for a specific time period? Yes ___ No ✓
If Yes, what length of time? _____

SIGNATURE: Stephanie Theis DATE: 6-18-18

BY: Stephanie Theis TITLE: Executive Director

Attachments Required:
1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation. 7am - 8pm
2. Days of Operation. Monday - Sunday
3. Number of Off-street Parking Spaces. 15
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.)
5. Number of Assistants or employees. 24 (who park in seperate location behind house)
6. Nature of the Business. Nonprofit crisis care home for local children.
7. Location of the Business. 711 S. Picher

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

SPECIAL USE PERMIT APPLICATION ATTACHMENT

Children's Haven of Southwest Missouri

Deemed necessary for the public convenience at that location:

Additional Children's Haven parking is necessary to accommodate Children's Haven's 3 vans and daytime visitors. The use of off street parking will increase community safety with improved traffic site lines and visibility.

Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected:

The health, safety, and welfare of the children served through Children's Haven will be protected by providing the children a safe and secure loading area instead of entering and exiting vans on a busy street. The safety of the children will be prioritized as they are less likely to be in danger as they would be standing on a busy road.

The use of off street parking will increase community safety with improved traffic site lines and visibility.

Children's Haven is working with Anderson Engineering and Mid-Land Construction to ensure that all regulations, codes and requirements are completed satisfactorily and professionally.

SPECIAL USE PERMIT APPLICATION ATTACHMENT

Children's Haven of Southwest Missouri

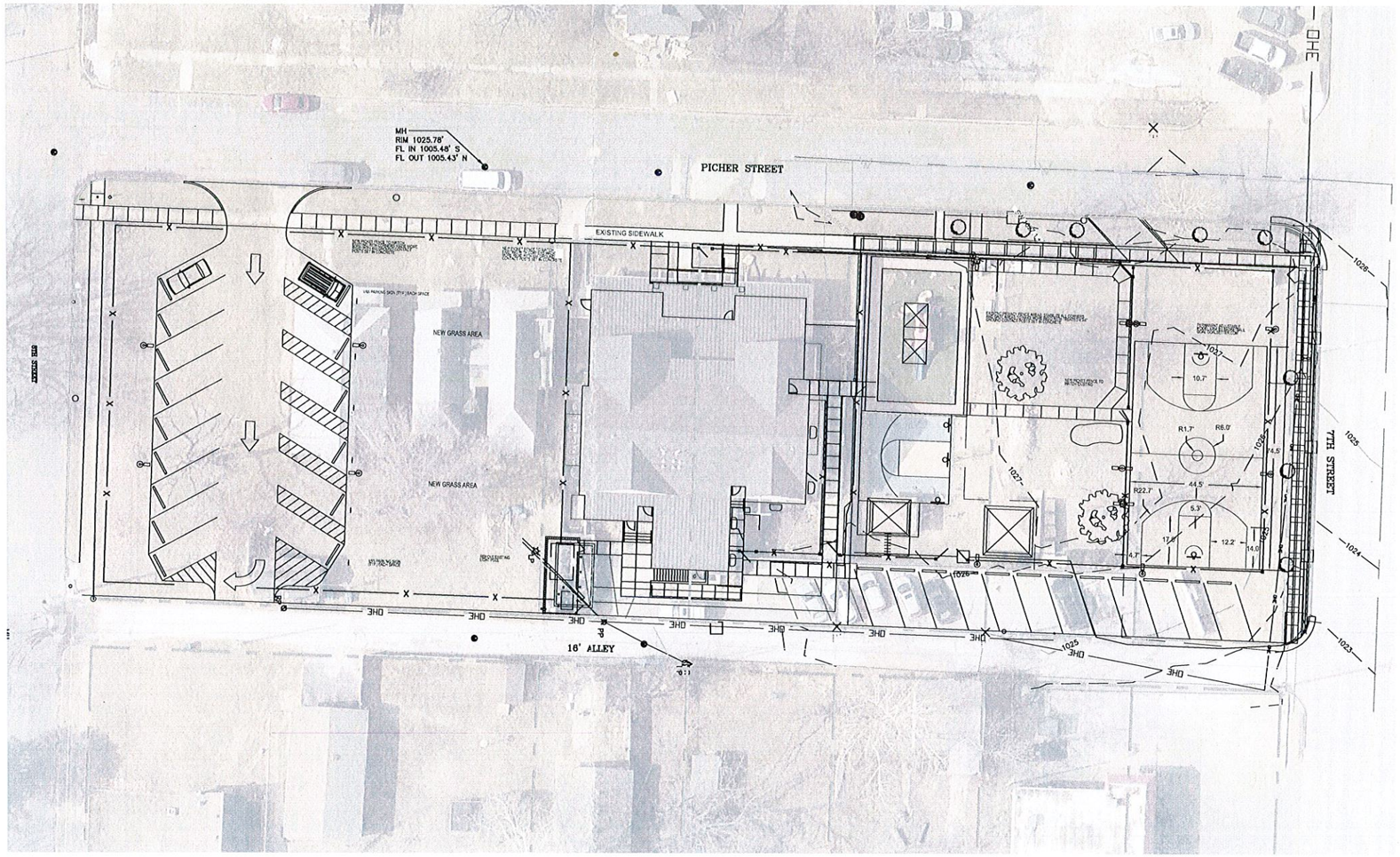
Proposed Use

The proposed use of the parking lot will primarily be to house 3 Children's Haven vans. The foremost intended use of the parking lot is to increase the children's safety by providing a loading zone to enter and exit vans away from the traffic of Picher Street. Van utilization begins after 7am Monday-Friday when children are transported to local schools and later on weekend mornings for field trips to area parks. Van utilization concludes prior to 8pm. Additional parking spots will be available for day visitors, such as board members and guests who wish to visit or tour the home. It is anticipated that having the vans off Picher Street overnight will decrease the amount of damage they receive through hit and run accidents and intentional acts of vandalism.

The neighborhood will receive additional benefits from the off street parking for Children's Haven vans and day visitors as decreased blockage on Picher Street will increase traffic site lines and visibility thus, reducing potential for distractions and unintentional auto damage.

The blighted homes recently demolished for the proposed parking lot housed an influx of people that seemed to be plagued by instability. The police visited them often due to their frequent state of distress. The houses and outbuildings were dangerous and their demolition is a benefit to the neighborhood.

Children's Haven provides temporary shelter to local children is a safe, secure environment while assisting their families to access community resources to resolve a crisis. Through the services provided free to families, we work to protect children, prevent child abuse and neglect, reduce family stress, and keep families together. So far this year we served 203 Joplin children providing nurturing crisis care, family case management to resolve the crisis, fun activities, transportation to school and doctor appointments, healthy meals and snacks.



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

GRID

PAVEMENT MARKING KEY:

SYSL/4" - SINGLE YELLOW SOLID LINE, 4" WIDE
SWSL/4" - SINGLE WHITE SOLID LINE, 4" WIDE
DYSL/4" - DOUBLE YELLOW SOLID LINE, 4" WIDE
SWSL/24" - SINGLE WHITE SOLID LINE, 24" WIDE

PAINT LEGEND	
BOLLARDS	SURFACES SHOULD BE CLEAN, DRY AND METAL SURFACES FREE OF HEAVY RUST. 2 COATS SHERWIN WILLIAMS - KEM 4000 ACRYLIC ALKYD ENAMEL SAFETY YELLOW B55Y300.
STRIPING AND HANDICAP STRIPING	SURFACES SHOULD BE CLEAN, DRY, TOP COAT SHERWIN WILLIAMS - PRO MAR TRAFFIC MARKING PAINT YELLOW TM5495
HANDICAP PARKING "SYMBOLS" ONLY	SURFACES SHOULD BE CLEAN, DRY, TOP COAT SHERWIN WILLIAMS - PRO MAR TRAFFIC MARKING PAINT "H.C." BLUE

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
811 E. 3RD STREET, JOPLIN, MISSOURI 64801 PHONE (417) 782-7399
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION – LC 62

REVISIONS

NO.	DESCRIPTION	BY	DATE

DRAWING INFO.

DRAWN BY:	
CHECK BY:	
LICENSE NO.	
DATE:	
FIELD BOOK:	
JOB NUMBER:	

© COPYRIGHT ANDERSON ENGINEERING, INC. 2018

CHILDREN'S HAVEN
PARKING EXPANSION
711 S. PICHER AVE.

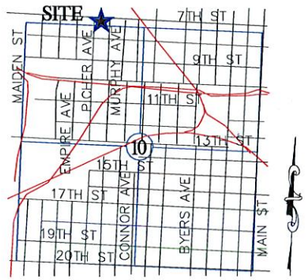
SITE LAYOUT

JOPLIN, JASPER, MISSOURI

DRAWING NO. 18J0100XX

SHEET NUMBER C3.0

Case 031-18

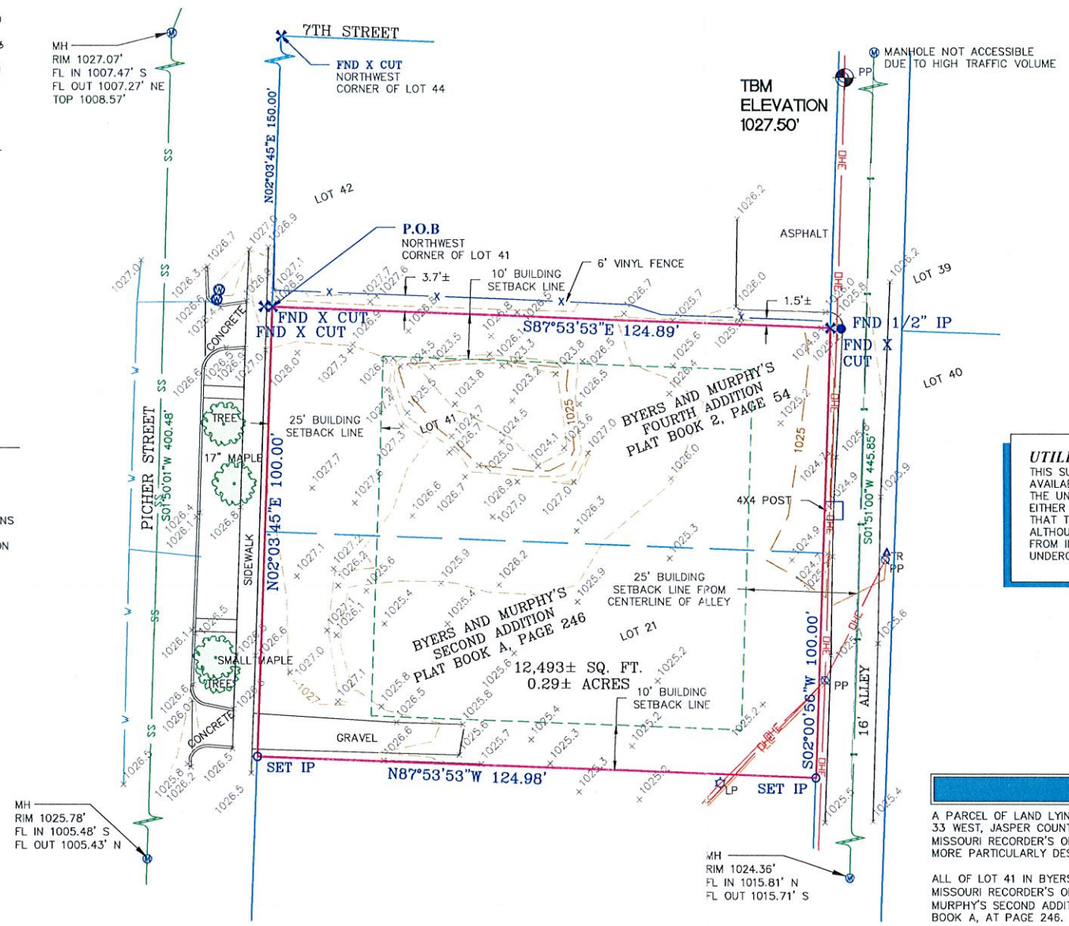


LOCATION SKETCH
SECTION 10
T 27 N, R 33 W
SCALE: 1"=2000'

BENCHMARK

TBM IS A RAIL ROAD SPIKE IN POWER POLE, 98.4'± FROM THE NORTHEAST CORNER OF SUBJECT PROPERTY, WITH AN ELEVATION OF 1027.50 FEET.

ELEVATIONS DERIVED FROM GPS OBSERVATIONS BEGINNING AT NGS GRS STATION "JS 008" WHICH HAS A PUBLISHED NAVD 88 ELEVATION OF 1053.8 FEET.



ZONING DATA

SUBJECT PROPERTY IS ZONED R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT)

R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT)
BUILDING SETBACK LINES:
FRONT: 25'
SIDE: 10'
REAR: 25' FROM CENTERLINE OF ALLEY

NOTES

1) BEARING BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

UTILITY NOTE

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATE NO. 121220117.

SURVEY DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, BEING THE SAME TRACT AS DESCRIBED IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2220, AT PAGE 1278 AND IN BOOK 2223, AT PAGE 1943, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

ALL OF LOT 41 IN BYERS AND MURPHY'S FOURTH ADDITION, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK 2, AT PAGE 54 AND ALL OF LOT 21 IN BYERS AND MURPHY'S SECOND ADDITION, AS FOUND IN THE JASPER COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK A, AT PAGE 246.

LEGEND

- FND IP FOUND IRON PIN
- SET IP SET IRON PIN
- PP GY POWER POLE W/ GUY
- MH MANHOLE
- WATER METER
- TR TELEPHONE RISER
- PROPERTY LINE
- SANITARY SEWER — SS —
- TELEPHONE LINE — TEL —
- GAS LINE — G —
- WATER LINE — W —
- ELECTRIC LINE — OHE —
- FENCE LINE — x — x —

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SURVEYORS NOTE

WITH THIS SURVEY WE DO NOT GUARANTEE THAT OWNERSHIP IS TO THE SURVEY LINES DEPICTED HEREON. THIS SURVEY IS A GRAPHIC REPRESENTATION OF THE OPINION OF THE SURVEYOR AS TO THE LOCATION OF THE RECORD DESCRIPTION. NO OPINION AS TO THE VALIDITY OF TITLE IS GIVEN OR IMPLIED.

GRID

ACCURACY STANDARD: URBAN

SURVEYOR'S DECLARATION

I, THE UNDERSIGNED, DO HEREBY DECLARE THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION IS AS SHOWN AND IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR URBAN SURVEYS.
LAST REVISION DATE JUNE 7, 2012

ANDERSON ENGINEERING, INC. L.C. 62
BY:

STATE OF MISSOURI
JERROD L. HOGAN
NUMBER PLS-2004001333
PROFESSIONAL LAND SURVEYOR

JERROD L. HOGAN, P.L.S. 2004001333 — 6-7-12 DATE

DATE OF FIELD SURVEY OCTOBER 27, 2008

ANDERSON ENGINEERING, INC
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
811 E. 32ND STREET • JOPLIN, MISSOURI 64804 • PHONE (417) 782-7389

REVISIONS			DRAWING INFO.	
NO.	DESCRIPTION	BY DATE	FIELD BY:	SLM
			DRAWN BY:	JLH
			CHECK BY:	
			DATE:	6-7-12
			FIELD BOOK:	
			JOB NUMBER:	40000

© COPYRIGHT ANDERSON ENGINEERING, INC. 2012

CHILDREN'S HAVEN
OF SOUTHWEST MISSOURI, INC.

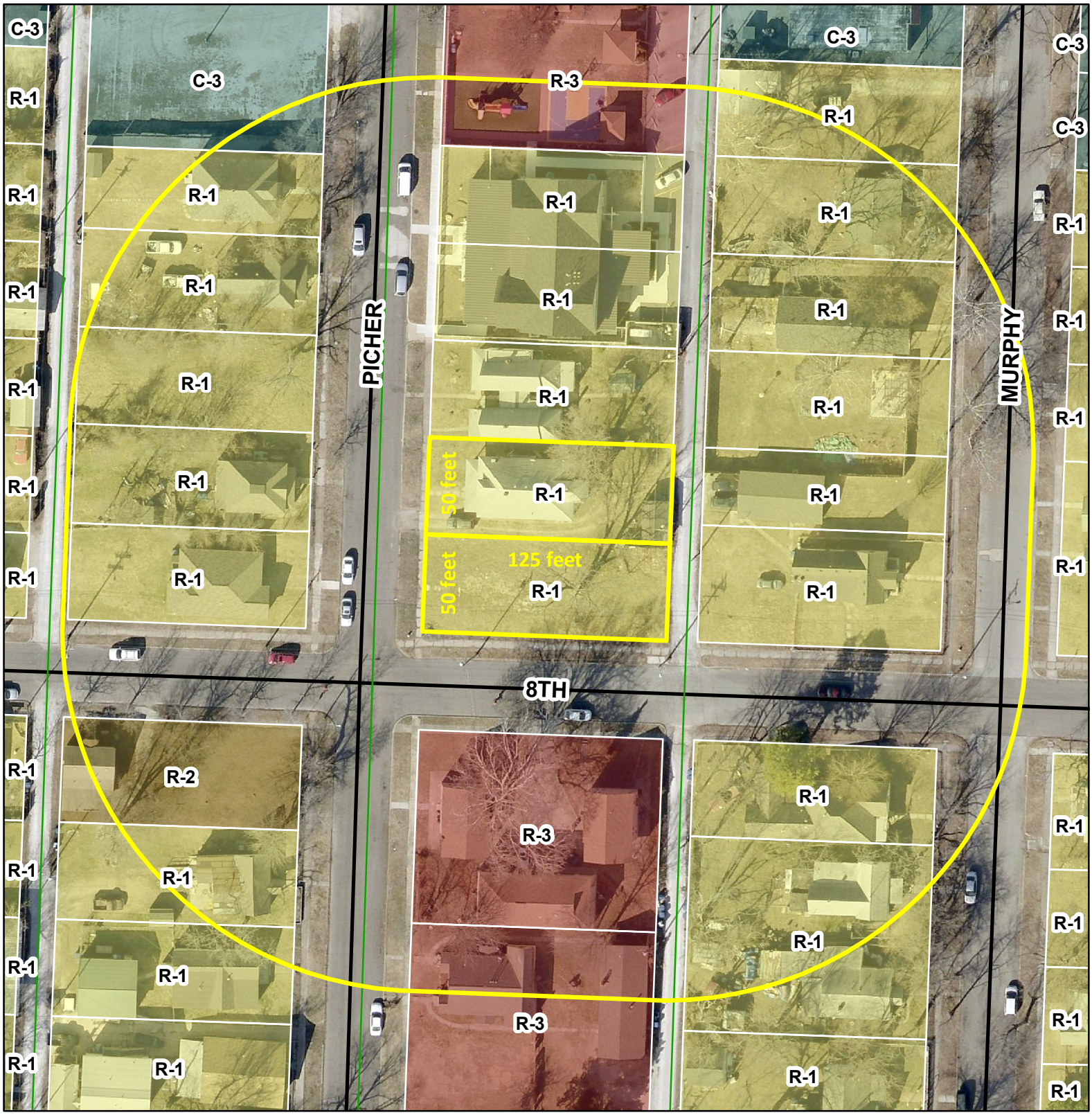
BOUNDARY & TOPOGRAPHIC SURVEY

PICHER AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

DRAWING NO.
JOP-100-2861

SHEET NUMBER
1 OF 1

Case 031-18



0 55 110 220 330 440 Feet

Case 031-18: 733 S. Picher Avenue -- A request for a Special Use Permit (1st Request) for the operation of a parking lot -- Stephanie Theis

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2018

Item: Resolution No. 2018-013
Originating Department: Planning & Community Development

Attachments: 1) Resolution No. 2018-013
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 8/13/18

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "4 in Favor, 0 Nay, 3 Absent".

SUMMARY/REQUEST:
Case 031-18: 733 S Picher Avenue – A request for a Special; Use Permit (1st Request) for the operation of a parking lot – Children's Haven.

STAFF SUMMARY:
The applicant is requesting a Special Use Permit for a parking lot for additional parking.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Children's Haven for the operation of a parking lot at 733 South Picher Avenue.
2. All open off-street parking and loading areas shall be graded with an all-weather material such as asphalt, concrete or double sealcoat.
3. The term of this permit shall be permanent.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of Joplin.

Staff recommends approval of Case 031-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Stephanie Theis, Executive Director of Children's Haven of Southwest Missouri. This Special Use Permit request is for a parking lot. The parking lot on that property will be for 15 parking spaces. This will be to utilize three (3) Vans that they use for transportation of the children. They have been parking on Picher Ave. and the Vans have been damaged over the years. Also, a way to unload and load the children safely. 733 S Picher Avenue is two lots, on which the residential homes have been demolished. We would have visitors during the day, parents that might park there, people that are coming for tours of the children's home. There is parking behind the home and the staff normally parks there and will continue to park behind the home.

Mr. Ramsour wanted to know if the lot was going to be paved?

Mrs. Theis stated it would be. They are working with Anderson Engineering and Midland Construction on the project.

Mr. Cortez asked if it would be fenced?

Mrs. Theis stated they were looking at the greenspace.

PUBLIC COMMENT:

Jerry Holcomb, 3016 W. 26th Street, Joplin, MO. He is on the board of Children's Haven and has been for a number of years. He stated that he thinks the facility has done nothing but bring up the neighborhood. He is whole heartedly in support of the request.

P & Z Case 031-18
Children's Haven
(P & Z Recommended Approval)

RESOLUTION NO. 2018-013

A RESOLUTION granting a Special Use Permit (First Request) to Children's Haven for a parking lot located 733 S. Picher in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on August 13, 2018, recommended that a Special Use Permit be granted to Children's Haven for a parking lot located at 733 S. Picher in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on September 4, 2018, in compliance with said request;

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

That a Special Use Permit be granted to Children's Haven for a parking lot located in the City of Joplin, Missouri, on the following described real estate, to-wit:

> ALL OF LOTS NUMBERED TWENTY-THREE (23) AND TWENTY-FOUR (24) IN BYERS AND MURPHY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Children's Haven for the construction of a parking lot at 733 S Picher Avenue.

2. All open off-street parking and loading areas shall be graded with an all-weather material such as asphalt, concrete or double sealcoat.
3. The term of this permit is to be permanent.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.

5. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

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

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2018-270

Case 033-18: A tract of land on the west side of North St. Louis Avenue, located approximately 656 feet north of the intersection of North St. Louis Avenue and East Fountain Road – A request to rezone from M-1-PD (Restricted Industrial Planned Development) to R-1 (Single-Family Residential) for residential development – Brad Barone.

Gretchen Barone, 1829 Philadelphia, Webb City, MO. Mr. & Mrs. Barone purchased the property approximately 2 years ago with the intent to build a single family residential home. They plan on building an approximately 3,000 square foot home with possibly a detached garage on the 5-acre property.

Mr. Cortez asked if there were any questions from the Commission? There were not. Also, asking if there is anyone to speak in favor of this case? There were not. No one speaking against this case.

MR. MCCULLOUGH MOVED, SECONDED BY MR. RAMSOUR THAT CASE 033-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, AND MR. MCCULLOUGH VOTING "AYE". (4 IN FAVOR, 0 NAYS, 3 ABSENT).

Z&P Meeting: August 13, 2018
City Council Meeting: September 4, 2018

STAFF PLANNING REPORT
Rezoning

CASE 033-18 A request to rezone from M1-PD (Restricted Industrial Planned Development District) to R-1 (Single Family Residential)

LOCATION A tract of land on the west side of N. St. Louis Avenue, located approximately 656 feet north of the intersection of N. St. Louis Ave. and E. Fountain Road

APPLICANT Brad Barone

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M1-PD	Vacant	4.79 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	N/A	M-2	M1-PD	M1-PD
Land Use	Residential Home	Vacant Pasture	Residential Home	Vacant Woods

FUTURE LAND USE

Joplin's Future Land Use Map shows this lot as Low-Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
St. Louis Avenue	Arterial	50'

UTILITIES Utilities need to be extended to this property.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Rezoning this property to Single Family Residential would allow it to be consistent with its current use. There are a mix of zoning districts in this vicinity of town.

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

Rezoning this property to residential would be consistent with its current use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Rezoning will minimally impact surrounding properties.

DISCUSSION

This property was originally zoned industrial in order to limit the number of surrounding residential properties so that the Joplin Airport's airspace could be protected. However, that protection is not so stringent at this time, and there are many residential uses in the area. Many of the surrounding properties are currently zoned Restricted Industrial Planned Development. Despite this, many of these properties currently have residential uses. The Future Land Use Map shows these properties to be Low-Density Residential, so this rezoning request is appropriate. Mr. Barone hopes to build a home on his property, but he will need to rezone the property in order to do so. Based on the characteristics of the surrounding properties, rezoning to Single-Family Residential is an appropriate use for the parcel in question.

Staff recommends approval of Case 033-18.

ATTACHMENTS

- Application

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 033-18
Filing Fee: $500.00
Date Advertised: 7-29-18
Date Notices Sent: 7-31-18
P&Z Date: 8-13-18
City Council Date: 9-4-18

APPLICANT: Brad + Gretchen Barone PHONE: 417-483-4769
ADDRESS: Parcel ID: 16602300000019001 ZIP: 64870
EMAIL: gretchenanette9@gmail.com
OWNER: Brad + Gretchen Barone PHONE: 417-483-4769
ADDRESS: 1821 Philadelphia ZIP: 64870
EMAIL: BaroneHVAC@yahoo.com
LOCATION OF PROPERTY: N St. Louis
LEGAL DESCRIPTION: 4.79 acres

Present Zoning M1-PD Requested Zoning: Residential R-1 Acreage: 4.79
Present Use of Property: Vacant
Proposed Use of Property: Residential - Home w/ garage

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential Home	
South	Residential Home	M-1-PD
East	Vacant Wooded land/pasture	VACANT
West	Vacant wooded land	M-1-PD

CHARACTER OF THE NEIGHBORHOOD: Mixed neighborhood / Residential

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes "Low Density Residential"

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: St. Louis | Prairie Flower Rd
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED 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:

SIGNATURE: Gretchen Greene | _____ DATE: 6/22/18

BY: _____

TITLE: Owners

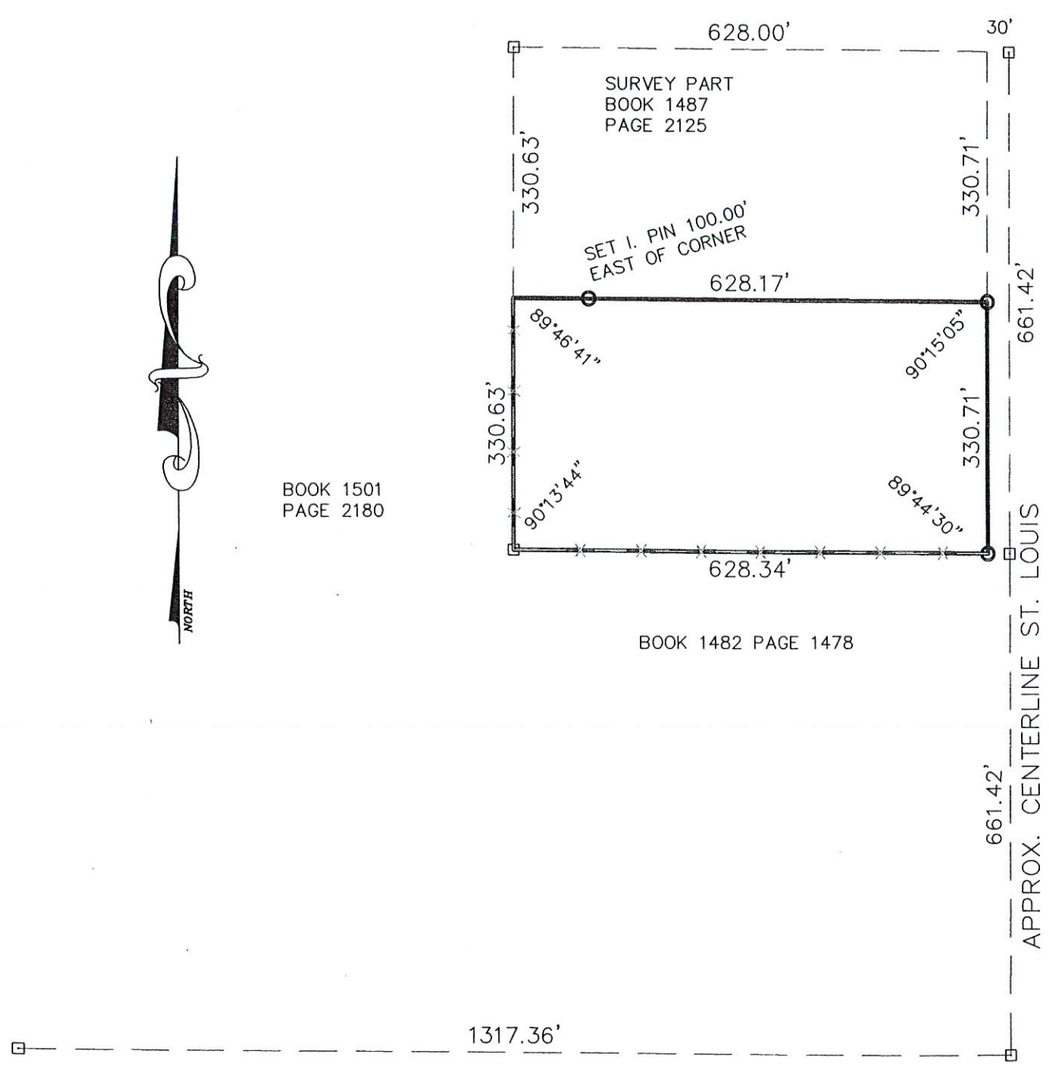
City of Joplin Application

Intent for Re-Zoning

Brad & Gretchen Barone

Property Parcel ID 16602300000019001
N ST LOUIS ST

We have intent to build approximately 3000 sq ft single family residential home, with two car attached garage. We also intend to build a 3 car non-attached garage near home, similar exterior to home. Buildings will be built on the back half of property, near western tree line, home facing the east, with driveway access to St. Louis. Utility access is near the Northwest end of the property.



200 0 100 200

(IN FEET)

1 INCH = 200 FT.

LEGEND

- FOUND IRON PIN
- SET 1/2" IRON PIN
- FENCE

STATE OF MISSOURI
CHRIS E. STEWART
NUMBER LS-1960
REGISTERED LAND SURVEYOR

09.27.2016

CHRIS E. STEWART RLS 1960

DESCRIPTION

The South Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 23, Township 28, Range 33, Jasper County, Missouri, Except that part taken off the East side thereof for St. Louis Avenue.

Containing 4.77 Acres According to Surveyor's Calculations.

Subject to any existing easements or restriction of record.

FEMA INFORMATION

Surveyor has not determined FEMA Zones for this tract.

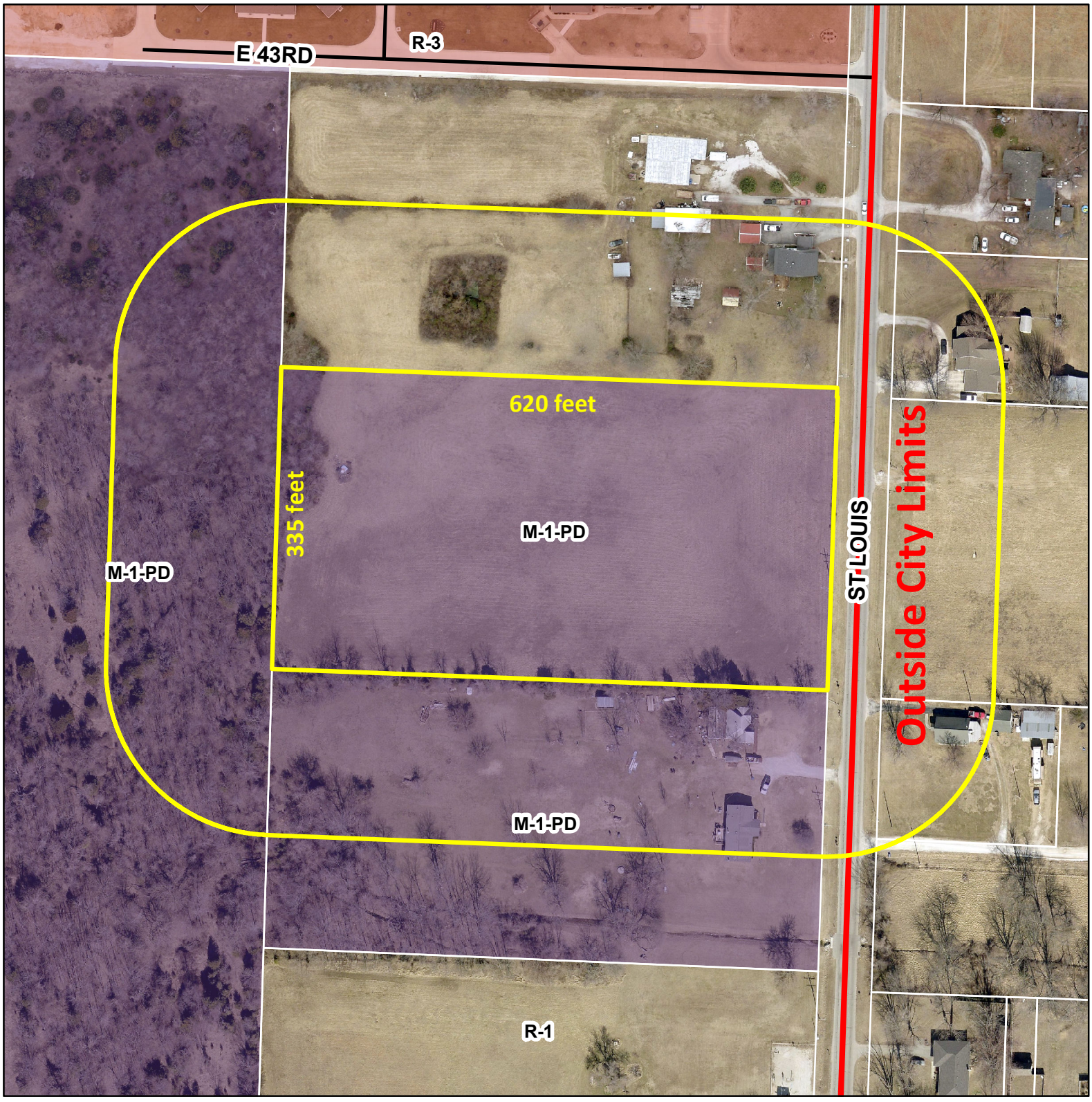
NOTE

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

CHRIS STEWART SURVEYING
1217 E. 24th Street
Joplin, Missouri
64804
PHN 417-782-1595
E MAIL
karensue.stewart@yahoo.com

CUSTOMER: KELLER WILLIAMS MILLER			
SURVEY OF Part Section 23, T-28, r-33 N. St. Louis Avenue – Joplin			
DATE 09/27/16	BY CES	REVISED	BOOK PAGE FILE 232833mi
SCALE 1"=200'	ACC Urban		

Case 033-18



0 125 250 500 750 1,000 Feet

Case 033-18: A tract of land on the west side of N. St. Louis Ave, located approximately 656 feet north of the intersection of N. St. Louis Ave. and E. Fountain Road -- A request to rezone from Restricted Industrial Planned Development District (M1-PD) to Single Family Residential District (R1) for residential development -- Brad Barone

N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2018

Item: COUNCIL BILL NO. 2018-270
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-270
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: 08/13/18

Recommended Action: Planning and Zoning Commission recommended to table by a vote of "4 in Favor, 0 Nay, 3 Absent."

SUMMARY/REQUEST:
Case 033-18: A tract of land on the west side of North St. Louis Avenue, located approximately 656 feet north of the intersection of North St. Louis Avenue and East Fountain Road – A request to rezone from M-1-PD (Restricted Industrial Planned Development) to R-1 (Single-Family Residential) for residential development – Brad Barone.

STAFF SUMMARY:
This property was originally zoned industrial in order to limit the number of surrounding residential properties so that the Joplin Airport's airspace could be protected. That protection is not so stringent at this time. Many of the surrounding properties are currently zoned Restricted Industrial Planned Development. Despite this, many of these properties currently have residential uses. The Future Land Use Map shows these properties to be Low-Density Residential, so this rezoning request is appropriate.

Staff recommends Case 033-18 be approved.

PLANNING & ZONING COMMISSION TESTIMONY:
Gretchen Barone, 1829 Philadelphia, Webb City, MO. Mr. & Mrs. Barone purchased the property approximately 2 years ago with the intent to build a single family residential home. They plan on building an approximately 3,000 square foot home with possibly a detached garage on the 5-acre property.

PUBLIC COMMENT:
None.

P & Z Case 033-18

Brad Barone
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-1-PD and including in District R-1 property as described below and located A tract of land on the west side of North St. Louis Avenue, located approximately 656 feet north of the intersection of North St. Louis Avenue and East Fountain Road, City of Joplin, Jasper County, Missouri.

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

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

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI, EXCEPT THAT PART TAKEN OFF THE EAST SIDE THEREOF FOR ST. LOUIS AVENUE.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2018-265

Case 024-18: A tract of land directly south of I-44, adjacent to Exit 1 – A request to rezone from R-1 (Single-Family Residential) to C-3-PD (Commercial Planned Development) for future commercial development – Bill Richert.

Mr. Whitmore stated that due to the controversy of this case he would read off the criteria for making a zoning decision. Zoning decisions should be based on the entire Community, not just the interests of a particular property owner or neighboring property owners. The Planning & Zoning Commission should try to distinguish between facts and opinions at a public hearing. Zoning decisions should include consideration of long range community goals as well as short range needs. The recommendations of the Comprehensive Plan should be the primary source for this information. The Comprehensive Plan should be reviewed on a regular basis by the Planning & Zoning Commission. It is important to zone base on land use issues not the personal issues affecting the individual applicant. Instead, decisions should be based on whether the land is appropriate for the proposed zoning district.

Finding of Fact Hearing:

Mr. Whitmore stated the six (6) criteria that zoning decisions are made upon.

1. Character of the neighborhood.

This surrounding property is residential, however, further to the east there are existing commercial properties.

2. Zoning and uses of properties nearby.

This is mixed, residential and commercial use.

3. Suitability of the subject property for the uses for which it has been restricted.

To restrict this property to residential, being so close to the interstate would not be a suitable use for this property.

4. Extent for which the newer restrictions or change in zoning will detrimentally affect the nearby property.

The extent of removal of the restrictions or change the zoning may detrimentally affect nearby property. But due to the already high-volume traffic on Outer Road, it does not seem likely to dramatically affect nearby property owners.

5. The findings concerning the extent which the rezoning request meets the intent of the zoning regulation.

The rezoning of this property does meet the intent of the Comprehensive Plan and Zoning Regulations.

6. Compliance with the Comprehensive Development Plan -Future Land Use Map.

The Future Land Use Map shows this property as commercial and it was annexed into the City of Joplin with the intent to be commercial property.

Mr. Richert, 6033 S. Québec Ave., Tulsa OK. He is one of the owners of the property. They are asking the Planning & Zoning Commission for a rezoning for the property at Exit 1 from R-1 to C-3-PD. The understanding is that it will allow commercial uses, but a site plan will need to be

brought in for P&Z approval and City Council approval before any development may occur. The zoning at exit interchanges all through Joplin are the same: C-3. They are asking to be able to do a similar type of development to what was on that property before, Nickerson Farms Restaurant. Mr. Richert stated that they are the owners, not the developers.

Mr. Cortez wanted to know from Mr. Richert if he was able to tell us what the developer is hoping to do on that property?

Mr. Richert stated probably in the same respects as a hotel, restaurant, C-Store.

Mr. Ramsour wanted to know from Mr. Bolander how long ago was this piece of property annexed into the City and why was it this particular parcel and not any of the adjacent parcels.

Mr. Bolander stated the property owner approached the City about coming into the City. He wanted to receive city services. It was one of the co-founders of Sitton Truck Lines who owned this property. When we annexed the interstate, he requested to be annexed, which occurred in 2008.

Mr. Ramsour asked if the property was annexed as a vacant lot.

Mr. Bolander stated it did. It was with the understanding from Mr. Sitton that it would be commercial property. Mr. Sitton could have developed the land any way he chose to if this property wasn't annexed into the city. There are no land use regulations in the county.

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

Is there anyone to speak against this rezoning?

Casey Van Story, 1601 S. Outer Road, Joplin, MO. She stated that there are laws that are established by the state on how to do the rezoning. Once again, she came here feeling taken advantage of. She stated she was not given proper notice of this meeting for a third time, but was hand delivered a letter. The sign for the public hearing does not have any dates on it and just has the time. She feels the City is completely against her and is completely attacked by the City. The major concerns are the fabrication of the distance of the utilities. Nickerson Farms was run off a well and a lagoon system. She said there is a natural gas line that runs through the property and prevents any permanent structures being built within 20 feet of this line. Mr. Richert was not made aware of that until the first meeting by someone else. The land itself has a hill and it will cause flooding on all of the properties. She stated that she has failed to receive any notifications and she is adjacent to the property of the rezoning request. She would like to see all notifications. She re-read her letter that she had written at the meeting two months ago. Things that need to be considered before rezoning the property, characteristics of the neighborhood is one of them. She stated that a nearby commercial development would endanger her family.

Mr. Cortez asked if there were any questions for Mrs. Van Story.

Alan Mauk, 4404 Aardvark Drive, Joplin, MO. Mr. Mauk stated that he had the highest regard for Troy and his staff in dealing with them over the years. I have found them very good to work with and certainly above reproach. At this point in time, you have to consider a developer from Tulsa, who hastily drives by his property and doesn't care if it is full of garbage and trash to make a meeting to change a designation on a property that your own staff has acknowledge there are numerous homes in the area that would be affected by this. The business that was there 40 years ago that was on a well and lagoon would not be accepted today. You have a developer that comes in who does not have a plan or any thought about the process. He has not spoken about any of the utilities, lighting, and upkeep on Outer Road. You have an obligation to the City and the families around the community to make sure any decision you make is one that will address the infrastructure of the development and the cost to the City. Has Planning and Zoning seen a plan?

Mr. Bolander stated he has not, but Mr. Richert is requesting a C-3-PD, which means a planned overlay district and the developer will have to come back with a plan. You can't base a rezoning on a specific use or plan. The PD does require him to come back and show this body and City Council a plan before he can proceed with any development.

Mr. Mauk stated that he appreciates Mr. Bolander explanation. So why doesn't the commission wait to see what their plan is first, so you will be able to see the infrastructure needs of the community.

Mr. Cortez asked Commissioners if they had any questions for Mr. Mauk. They did not.

Mr. Ramsour asked Mr. Bolander his opinion on the proper notification of the land owners.

Mr. Bolander stated that we are required to make a good faith effort to notify property owners within 185 feet. There is some debate on whether we need to notify property owners who are not in City limits, but we still do that as our policy. We did check down in Newton County and see why Mrs. Van Story was not receiving a letter. According to Newton County the property is owned by Molandco Incorporated. That may have been a mistake, but she should check with Newton County because that is where we receive our records from.

Mr. Cortez asked if there was anyone else to speak against this case?
Tamara Breedlove, 1645 Outer Road, Joplin, MO. She stated she didn't have anything new to say except that she is against the rezoning.

Mr. Cortez closed the case.

MR. RAMSOUR MOVED, SECONDED BY MRS. BRUECKNER-SEARS THAT CASE 024-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL MOTION CARRIED, WITH MR. CORTEZ, MR. RAMSOUR, MRS. BRUECKNER-SEARS, AND MR. MCCULLOUGH VOTING "AYE". (4 IN FAVOR, 0 NAYS, 3 ABSENT).

Z&P Meeting: August 13, 2018
City Council Meeting: September 4, 2018

STAFF PLANNING REPORT
Rezoning

CASE 024-18 A request to rezone from R-1 (Single Family Residential) to C3-PD (Commercial Planned Overlay District) for future commercial development

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

APPLICANT Bill Richert

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	14 acres

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Outer Road	Secondary	50'

UTILITIES Utilities need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes. The future land use map shows this property as 'Retail Commercial' and is appropriate for commercial use. It would violate the city's comprehensive plan to not rezone this property to commercial.

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

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

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

This property was annexed into the city and was automatically given the zoning of R-1. It was previously used as commercial property known as "Knickerson Farms". This property's close proximity to I-44 make it very ideal for commercial use. All property automatically comes into the city as R-1 (Single Family Residential) until a more appropriate zoning classification can be determined. This property was annexed into the city with the understanding that it eventually become commercial property. There is currently commercial property several hundred yards from this property along Outer Road.

On April 9, 2018 Mr. Richert applied to have this property rezoned from R-1 (Single Family Residential) to C-3 (Commercial). This request was approved by the Planning and Zoning Commission unanimously. However, when the case appeared before the City Council there was resistance from adjacent property owners and the Council did not approve the rezoning request..

At this time the property owner is seeking to rezone again, this time to Commercial Planned Overlay District (C3-PD). It is the property owner's hope that having a Planned District designation will mitigate many of the adjacent property owners' concerns. Having a Planned District designation would mean that the site plan for any commercial development must be reviewed and approved by the City Council. This will allow more input during the development process.

Staff recommends approval of Case 024-18.

ATTACHMENTS

- Application

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 024-18
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: BILL RICHERT EXIT-ONE, LLC PHONE: 918 743-6262
ADDRESS: PO BOX 2352, TULSA, OK ZIP: 74101
EMAIL: brichert@sbcglobal.net
OWNER: EXIT-ONE, LLC PHONE:
ADDRESS: PO BOX 2352, TULSA, OK ZIP: 74101
EMAIL: SAME
LOCATION OF PROPERTY: EXIT-ONE OF I-44 (SOUTH SIDE)
LEGAL DESCRIPTION:

Present Zoning: R1 Requested Zoning: C3-PD Acreage: 14 AC
Present Use of Property: VACANT
Proposed Use of Property: COMMERCIAL

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	CASINO, C-STORE	
South	RURAL	NOT IN CITY LIMIT
East	RURAL RESIDENTIAL	" " " "
West	RURAL	" " " "

CHARACTER OF THE NEIGHBORHOOD: INTERSTATE HIGHWAY INTERCHANGE COMMERCIAL ON NORTH, RURAL ON SOUTH, EAST, WEST

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: THE SITE WAS FORMERLY A RESTAURANT SITE

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:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: OUTER ROAD, INTERSTATE 44 INTERCHANGE
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____ INTERSTATE 44
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:_____
   _____
   _____

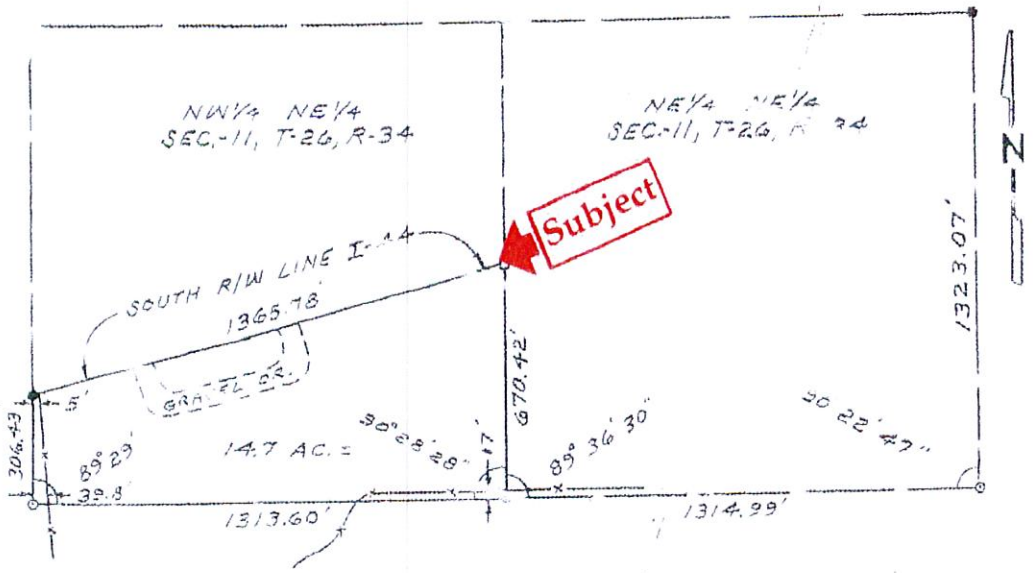
UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

PROPERTY WAS FORMERLY A NICKERSON FARMS RESTAURANT AND IS LOCATED ACROSS FROM THE DOWNSTREAM CASINO

SIGNATURE: _____ DATE: 6/8/18

BY: BILL RICHERT

TITLE: PARTNER, OWNER

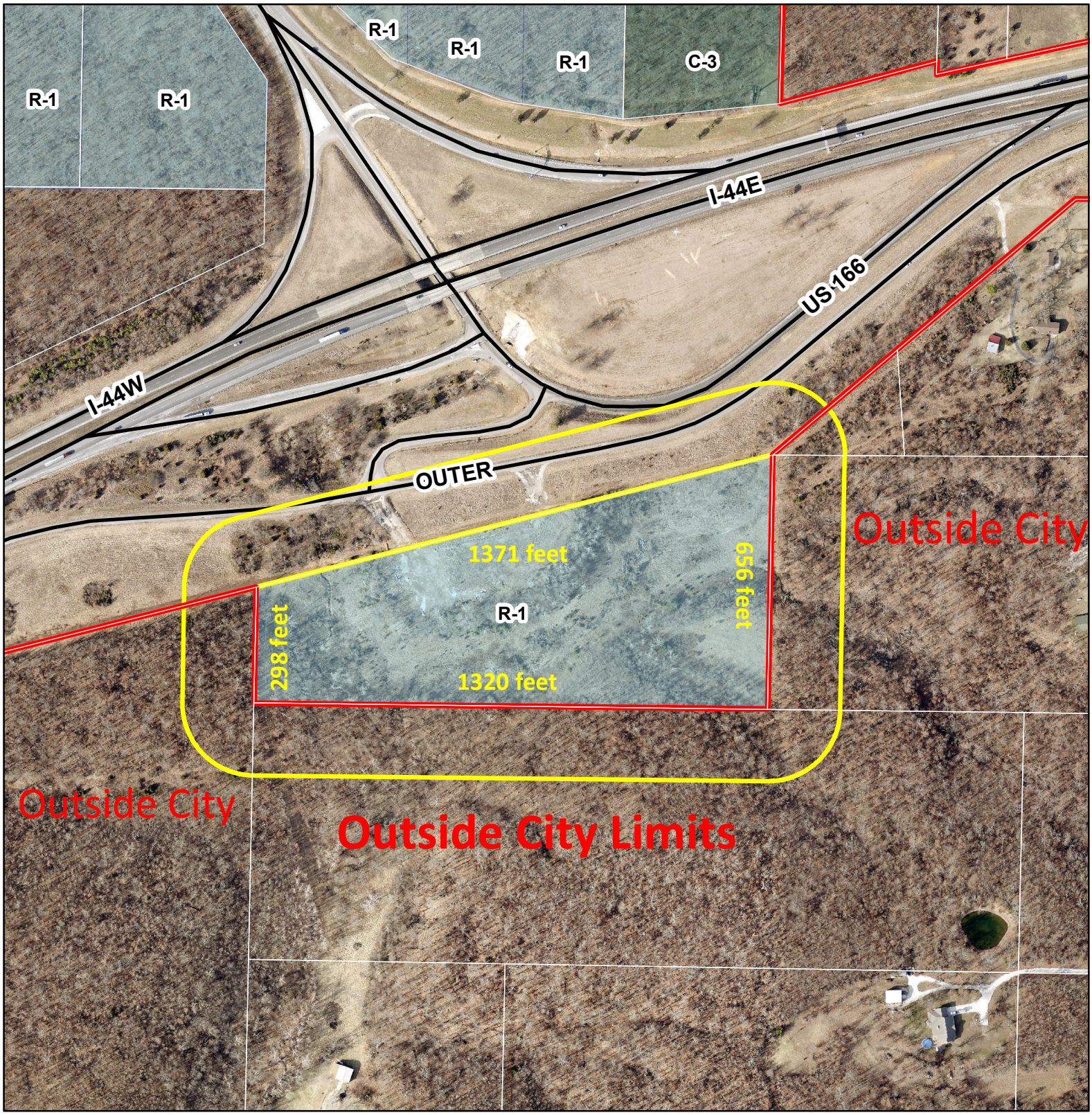


LEGEND:
● = FOUND IRON PIN.
⊙ = FOUND IRON PIPE.
□ = SET IRON PIN & CAP.

DESCRIPTION: (WARRANTY DEED RECORDED IN BK-345, PG-7434)
ALL OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST FRACTIONAL QUARTER (NE FRTL ¼) OF SECTION 11, TOWNSHIP 26, RANGE 34, LYING SOUTH OF INTERSTATE HIGHWAY 44 IN NEWTON COUNTY, MISSOURI, SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

NOTE:
THE PROPERTY DESCRIBED HEREON FALLS IN ZONE "C" ACCORDING TO FLOOD MAP # 290820 0015 B, NEWTON COUNTY, MISSOURI.

SITE PLAN



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

Case 024-18: Adjacent and South of I-44 at Exit 1 -- A request to rezone from Single Family Residential District (R1) to Commercial Overlay District -- Bill Richert

N

P & Z Case 024-18

Bill Richert
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-265 ORDINANCE NO.

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

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

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

ALL OF THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 11, TOWNSHIP 26, RANGE 34 LYING SOUTH OF INTERSTATE HIGHWAY 44 IN NEWTON COUNTY, MISSOURI, SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, LOCATED IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI.

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

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

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2018

Item: COUNCIL BILL NO. 2018-265
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-265
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: 08/13/18

Recommended Action: Planning and Zoning Commission recommended to table by a vote of "4 in Favor, 0 Nay, 3 Absent."

SUMMARY/REQUEST:
Case 024-18: Adjacent and South of I-44 at Exit 1 – A request to rezone from Single Family Residential District (R1) to Commercial Planned Overlay District (C3-PD) – Bill Richert.

STAFF SUMMARY:
This property's close proximity to I-44 make it very ideal for commercial use. All property automatically comes into the city as R-1 (Single Family Residential) until a more appropriate zoning classification can be determined. This property was annexed into the city with the understanding that it eventually become commercial property. There is currently commercial property several hundred yards from this property along Outer Road.

On April 9, 2018 Mr. Richert applied to have this property rezoned from R-1 (Single Family Residential) to C-3 (Commercial). This request was approved by the Planning and Zoning Commission unanimously. However, when the case appeared before the City Council there was resistance from adjacent property owners and the Council did not approve the rezoning request.

At this time the property owner is seeking to rezone again, this time to Commercial Planned Overlay District (C3-PD). It is the property owner's hope that having a Planned District designation will mitigate many of the adjacent property owners' concerns. Having a Planned District designation would mean that the site plan for any commercial development must be reviewed and approved by the City Council. This will allow more input during the development process

Staff recommends Case 024-18 be approved.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Whitmore stated that due to the controversy of this case he would read off the criteria for making a zoning decision. Zoning decisions should be based on the entire Community, not just the interests of a particular property owner or neighboring property owners. The Planning & Zoning Commission should try to distinguish between facts and opinions at a public hearing. Zoning decisions should include consideration of long range community goals as well as short range needs. The recommendations of the Comprehensive Plan should be the primary source for this information. The Comprehensive Plan should

be reviewed on a regular basis by the Planning & Zoning Commission. It is important to zone base on land use issues not the personal issues affecting the individual applicant. Instead, decisions should be based on whether the land is appropriate for the proposed zoning district.

Finding of Fact Hearing:

Mr. Whitmore stated the six (6) criteria that zoning decisions are made upon.

1. Character of the neighborhood.

This surrounding property is residential, however, further to the east there are existing commercial properties.

2. Zoning and uses of properties nearby.

This is mixed, residential and commercial use.

3. Suitability of the subject property for the uses for which it has been restricted.

With this property being so close to the interstate, restricting this property to residential would not be a suitable use for this property.

4. Extent for which the newer restrictions or change in zoning will detrimentally affect the nearby property.

Removing the restrictions or changing the zoning may somewhat detrimentally affect nearby property. But due to the already high-volume traffic on Outer Road, it does not seem likely to dramatically affect nearby property owners, despite concerns that have been expressed.

5. The findings concerning the extent which the rezoning request meets the intent of the zoning regulation.

The rezoning of this property meets the intent of the Comprehensive Plan and Zoning Regulations.

6. Compliance with the Comprehensive Development Plan -Future Land Use Map.

The Future Land Use Map shows this property as commercial and it was annexed into the City of Joplin with the intent to be commercial property.

<u>PUBLIC COMMENT</u>:

Mr. Richert, 6033 S. Québec Ave., Tulsa OK. He is one of the owners of the property. They are asking the Planning & Zoning Commission for a rezoning for the property at Exit 1 from R-1 to C-3-PD. The understanding is that it will allow commercial uses, but a site plan will need to be brought in for P&Z approval and City Council approval before any development may occur. The zoning at exit interchanges all through Joplin are the same: C-3. They are asking to be able to do a similar type of development to what was on that property before, Nickerson Farms Restaurant. Mr. Richert stated that they are the owners, not the developers. Mr. Cortez wanted to know from Mr. Richert if he was able to tell us what the developer is hoping to do on that property? Mr. Richert stated probably in the same respects as a hotel, restaurant, C-Store. Mr. Ramsour wanted to know from Mr. Bolander how long ago was this piece of property annexed into the City and why was it this particular parcel and not any of the adjacent parcels. Mr. Bolander stated the property owner approached the City about coming into the City. He wanted to receive city services. It was one of the co-founders of Sitton Truck Lines who owned this property. When we annexed the interstate, he requested to be annexed, which occurred in 2008. Mr. Ramsour asked if the property was annexed as a vacant lot. Mr. Bolander stated it did. It was with the understanding from Mr. Sitton that it would be commercial property. Mr. Sitton could have

developed the land any way he chose to if this property wasn't annexed into the city. There are no land use regulations in the county.

Casey Vanstory, 1601 S. Outer Road, Joplin, MO. Things that need to be considered before rezoning the property, characteristics of the neighborhood is one of them. There are a total of eight (8) families that this rezoning will affect. They do not live in the city limits and have concerns for her family. The major concerns are the fabrication of the distance of the utilities. Nickerson Farms was run off a well and a lagoon system. She said there is a natural gas line that runs through the property and prevents any permanent structures being built within 20 feet of this line. Mr. Richert was not made aware of that until the first meeting by someone else. The land itself has a hill and it will cause flooding on all of the properties. She stated that she has failed to receive any notifications and she is adjacent to the property of the rezoning request. She would like to see all notifications. She re-read her letter that she had written at the meeting two months ago. Things that need to be considered before rezoning the property, characteristics of the neighborhood is one of them.

Alan Mauk, 4404 Aadrvark Drive, Joplin, MO. Mr. Mauk stated that at this point in time, you have to consider a developer from Tulsa, who hastily drives by his property and doesn't care if it is full of garbage and trash to make a meeting to change a designation on a property that your own staff has acknowledge there are numerous homes in the area that would be affected by this. The business that was there 40 years ago that was on a well and lagoon would not be accepted today. You have a developer that comes in who does not have a plan or any thought about the process. He has not spoken about any of the utilities, lighting, and upkeep on Outer Road.

Nick and Tamara Breedlove, 1645 Outer Road, Joplin, MO, stated she had nothing else to add, only that she was against the rezoning.

Mr. Ramsour asked Mr. Bolander his opinion on the proper notification of the land owners.

Mr. Bolander stated that we are required to make a good faith effort to notify property owners within 185 feet. There is some debate on whether we need to notify property owners who are not within city limits, but we still do that as our policy. We did check down in Newton County to see why Mrs. Van Story was not receiving a letter. According to Newton County the property is owned by Molandco Incorporated. That may have been a mistake, but she should check with Newton County because that is where we receive our records from.

JOPLIN CITY COUNCIL
INFORMAL MEETING MINUTES
AUGUST 20, 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: Taylor Brown, Melodee Colbert-Kean, Doug Lawson, Diane Reid Adams, Mayor Gary Shaw, Ryan Stanley, Phil Stinnett, and Jim West. Absent: Anthony Monteleone.

Citizen Request Tracking System presentation by IT Director Mark Morris

IT Director Mark Morris presented a power point on SeeClickFix, which is a citizen request tracking system. This program is a management tool that makes it easier for local governments to citizen complaints and concerns such as pot holes, graffiti, etc. - with efficiency in the following ways: The main objective with implementing this type of system is to boost service, provide better service to the customer/citizen; increase operational efficiency between our departments allowing data to be seen between departments (i.e. odor complaints) to determine if there is overlap of departments or no coverage at all. This is an App-based system that can:

- Simplify internal communication & stop using email, spreadsheets, or sticky notes.
- Reduce calls with a mobile app & web tools that let citizens report issues on-the-go.
- Save time & money with data driven decisions.
- Increase civic engagement by involving citizens in community dialogue

The cost of this program is a one-time purchase charge of $15, 000.00. Director Morris researched 5 companies that offer similar programs, and most were above the $15K amount. The ongoing maintenance fee would probably be 3% - 5% of initial costs.

After the presentation, Mayor Shaw asked if there would be some personnel savings realized if this program was to be implemented. Director Morris stated he would have to research this issue to get a better idea of an answer. Mayor Shaw also asked if we can customize the program by changing some of the verbiage, such as changing the word “complaint” to “concern”; and change the name “reporter’ on the request form to “citizen”. Director Morris replied stated that it is customizable.

Mr. Stanley asked if there was feedback or reviews from other cities who have used this program. Director Morris replied that the quotes he used in the presentation were direct quotes from the cities he contacted regarding the program. Mr. Stanley also asked if there is a way to connect pay (sewer bills). Director Morris replied he did not explore the connections options as much as just finding out if there is the ability to “build a bridge” down the road. Mr. Stanley also asked if this program can be used to push positive messaging such as upcoming city events, and Director Morris replied that we have that capability now, so he thinks we would still be able to do this with the new app.

Mr. Brown stated he was in favor of this program, but he would suggest taking our time so that if we did approve it, the implementation would be seamless because it does have good potential. Director Morris stated he thought 60-90 days is a reasonable timeline to get this implemented.

Mr. Brown stated he would like to see yearly reports on what types of concerns have been reported.

Mr. Lawson asked if citizens have to have the app to use this program and Director Morris replied that in order to use it on their phone or handheld device, they do need the app. Links can be provided to the SeeClickFix portal on our website if citizens don't want to access it with an app.

Citizens can still call City Hall with a concern by dialing the city's main number and hit 0.

The cost of this program is based on bedtime population. For Joplin's population of 50,000, it's this price for set-up and you can have up to 40 back end accounts. Mr. Stanley asked about checking into a volume discount, for example, a 1-year contract versus a 3-year contract.

Mr. Stinnett cautioned there are many citizens who are not in the electronic age and we've got to be able to accommodate them with whatever programs we have. He would like to explore this further to find out how much time and dollars would really be saved. He wants to know more about response time. Director Morris replied that a work flow could be built to address these concerns.

Mayor Shaw stated we have a mixed community and we want to be progressive; we have to take care of the older population as well as keep up with the younger generations who are more technologically advanced.

Boards/Commissions - Reappointments & Appointments

Mr. Stanley made a motion to approve all the reappointments. Mr. Brown seconded the motion. The motion was approved 8-0-1. Absent: Monteleone.

Health Board: Mr. West nominated Kathy Bridges. Mr. Lawson nominated Diane Fauss. The vote was 5-3 to appoint **Kathy Bridges** to the Health Board.

Building Board of Appeals: Mr. Stinnett nominated Curtis Ledford. Mr. West nominated Joe Adams. The vote was 5-2 (abstention: Reid Adams) to appoint **Curtis Ledford** to the Building Board of Appeals.

Parks & Recreation: Mr. Brown nominated Bryan Bridgford. Mr. Stanley nominated Chris Williams. Mrs. Colbert-Kean nominated Chalice Cooper. The vote was 4-2-2 to appoint **Chalice Cooper** to the Parks & Recreation Board**.**

Solid Waste Commission: Mr. Stanley nominated Jacob Calvin. The vote was 8-0 to appoint **Jacob Calvin** to the Solid Waste Commission.

City Manager Sam Anselm stated there has been a lack of a quorum for the past two Capital Improvement and Public Safety and Sales Tax Oversight Committee meetings. Mr. Stinnett asked for an attendance record to be sent to the council members.

The meeting adjourned at 5:42 p.m.

Submitted,

Barbara J. Gollhofer, City Clerk

JOPLIN CITY COUNCIL
AUGUST 20, 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.

INVOCATION read by City Clerk Barbara Gollhofer.

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

ROLL CALL – Answering Roll Call were Council Members: Taylor Brown, 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.

PRESENTATIONS

Susan Adams and Jon Schwarten with Joplin Workshops, Inc. 520 Michigan, made a presentation to request consideration for economic development funding to create jobs at JWI. The presentation included an overview of JWI's employees, staff and business partners. JWI suffered a fire in 2017 which resulted in over 50 layoffs and the loss of the laundry business. The building is currently being renovated but the laundry business will not return. It is undetermined at this time how to utilize this space, however, JWI hopes to put a business in there to meet their objective to put all the laid off workers back to work. The opportunities JWI could afford with economic develop funding are to purchase two Ford Transit XL vans for a cost of $70,000 (for both) to transport employees to on-site work project (for instance, there is an abundance of manufacturing jobs but there is a shortage of laborers); JWI would like to create jobs in partnership with Joplin's ProPrint (Curt Medlin) to acquire an already established apparel and screen printing business for $40,0000; and create jobs with marketing program to re-brand JWI and re-educate the community about the value added services and available labor they can provide in support of the area's businesses (for a cost of $30,000). Mr. West asked if this item would be considered in the upcoming budget sessions. Mr. Anselm replied this could be discussed under Issues and Options.

Shelly Kraft, Chairperson of Vision 2022, and Audie Dennis, President of the non-profit committee Creative Learning Alliance, were present to ask the city council to grant a resolution of support for a Science and Discovery Center in Joplin. The Creative Learning Alliance was established for the science center project. The target opening date for the center is May 2022. The committee has 10-15 members. A consulting firm was recently hired to conduct a feasibility study on this project. The council was invited to attend a committee meeting at Kraft Insurance on September 5 at 6:00 pm to meet with members of the consulting firm. Motion by Mrs. Colbert-Kean, second by Mr. Lawson to have the city draft a resolution of support for the Creative Learning Alliance science and discovery center project. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

FINALIZATION OF CONSENT AGENDA

There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS
Canvass Results of the August 7, 2018 Primary Election. City Clerk Barbara Gollhofer.

The City Clerk's office received the official returns of the August 7, 2018 Primary Election as verified by the County Clerk of Jasper and Newton Counties. It is found and declared that the results are as follows:

For the City of Joplin Proposition A (Use Tax: **3799-YES** **4567-NO**

This measure needed a simple majority for passage. Proposition A was defeated.

For the record, 21,979 ballots were cast in this election. This record is on file in the City Clerk's office.

Motion by Mr. West, Second by Mrs. Colbert-Kean to accept the results of the August 7, 2018 Primary Election as read by City Clerk Barbara Gollhofer. Voting in favor were: Brown, Colbert–Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

CITIZEN REQUESTS AND PETITIONS
City Clerk Barbara Gollhofer informed the city council that after the agenda was posted, there were 4 additional requests to address council. Motion by Mr. West, second by Mrs. Reid Adams, to allow the additional requests to be heard during this portion of the meeting. Voting in favor were council members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

Ryan Jackson, 1729 S. Wall Ave. addressed the city council regarding leadership.

Tracy Nielson, 2812 E. Kennedy, addressed the city council regarding Harold McCoy, JPD, JFD fallen officers.

Additional requests:
Margey Upson addressed the city council regarding Pubic Safety; public safety raise.

Scott Vorhees, 13 Wildwood, Joplin addressed the city council regarding trails and the health and wellness of our community; and to thank and praise the city council for all their hard work.

Allen Shirley, 3520 Alabama, addressed the city council regarding the World War 1 display at the Joplin museum.

John Escobar, 14843 Bus. Hwy 13, Branson West, Mo, addressed the city council regarding the outcome of the Tin Cup Station Project.

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

Public Hearing for the FY 2018-19 proposed budget

Mayor Shaw opened the Public Hearing for the FY 2018-19 proposed budget

Finance Director Leslie presented an overview of the FY2019 proposed budget.

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

The public hearing was closed.

Public Hearing on the 2018-19 property tax rate.

Mayor Shaw opened the Public Hearing on the 2018-19 property tax rate.

Finance Director Leslie Haase presented 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. This item will be voted on under Emergency Ordinances.

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

Minutes of the August 6, 2018 Informal City Council Meeting

Minutes of the August 6, 2018 City Council Meeting

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. **Ordinance No. 2018-107**.

RESOLUTIONS

ORDINANCES – EMERGENCY

Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Mrs. Reid Adams that Council Bill No. 2018-137 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The council bill was declared adopted and entitled **Ordinance No. 2018-108.**

Mr. Brown introduced 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 ($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. Motion by Mr. Brown, second by Mr. West that Council Bill No. 2018-138 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The council bill was declared adopted and entitled **Ordinance No. 2018-109**

Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2018-139 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The council bill was declared adopted and entitled **Ordinance No. 2018-110**

Mr. Stanley introduced 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. Motion by Mr. Stanley, second by Mr. Lawson that Council Bill No. 2018-514 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The council bill was declared adopted and entitled **Ordinance No. 2018-111**

ORDINANCES – FIRST READING

Mr. Monteleone introduced 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. Motion by Mr. Monteleone, second by Mrs. Reid Adams that Council Bill No. 2018-025 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The council bill was read as **Council Bill No. 2018-025.**

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Monteleone that Council Bill No. 2018-611 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0. The council bill was read as **Council Bill No. 2018-611.**

ORDINANCES – SECOND READING AND THIRD READING

Mr. West 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. West, second by Mrs. Colbert-Kean, that Council Bill No. 2018-266 be passed on Second Reading and advanced to Third Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and West, 8. Nays: 0. Abstention: Stanley, 1. The council bill was declared adopted and entitled **Ordinance No. 2018-112**

UNFINISHED BUSINESS

NEW BUSINESS

Boards/Commissions Reappointments and Appointments

Motion by Mr. Stanley, second by Mrs. Colbert-Kean to approve the following boards/commissions reappointments and appointments. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and West, 9. Nays: 0.

Reappointments:

Board of Adjustment: Thomas Beisner and David Layne

CVB: Crystal Albright; Kevin Greim; Bob Kluth; Jeremy Nienkamp; Miranda Comer; Lynn Weathers

Housing Authority: Corliss Berry

Library: Amy Koeshall

Police and Fire: Marshall Hogue

Traffic Commission: Robert Schroer

New Appointments:

Board of Health: Kathy Bridges

Building Board of Appeals: Curtis Ledford

Parks and Recreation: Chalice Cooper

Solid Waste Commission: Jacob Calvin

News from the Public Information Officer, Lynn Onstot

Joplin Public Library will accept passport applications on behalf of the U.S. Department of State, starting September 4. U.S. citizens planning international travel will be able to apply for their passports seven days per week at the Library in Joplin. Appointments are strongly suggested, although walk-ins will be accommodated if at all possible. The Library will accept applications from 30 minutes after opening until one hour before closing. Library hours are Monday through Thursday, 9 a.m. to 8 p.m.; Friday and Saturday, 9 a.m. to 6 p.m. and Sunday from 1 to 5 p.m.

As families are filling up their calendars for school programs and such, don't forget to check out Joplin Parks and Recreation's fun activities. There's a tennis tournament for both youth and adults this weekend and registration for Youth Soccer closes at the end of this week, so check out their Facebook page for details. While on their page, be sure to vote to help decide which movie will be shown at the September Movie in the Park on September 15. There's always something fun going on with Joplin Parks and Rec!

In recognition of the Labor Day holiday, the City of Joplin offices will be closed on Monday, September 3. The Joplin City Council meeting, regularly scheduled on the first Monday, will shift to Tuesday, September 4.

In addition, residential trash and curbside recycling services will not be picked up on Labor Day, Monday, September 3. Customers who usually have trash and recycling picked up on Mondays will have their trash and recycling picked up on Tuesday, September 4. For the remainder of the week, the residential trash and curbside recycling collection will move forward one day with Friday's customers having a Saturday pick-up.

Mark your calendar for Saturday, November 17 --- Region M SWMD is partnering with the Joplin Police Department and Recycling Center to host a shredding event at the Recycling Center! More details to come about this environmental-friendly event!

Comments from City Council:
Mayor Shaw stated he attended the Senior Citizen Center ribbon-cutting event.
Mayor Shaw also stated it was an honor for him to attend and speak at the Fire Dept. graduation ceremony on Aug.17, and that he was proud of the graduates.

Mr. Stanley stated he would like to review the five-city comparison study at the work session next Monday, August 21 in order to prepare for the upcoming budget work sessions.

Mr. Stanley acknowledged there is a recall petition against him to remove him from the city council and he wanted to make a statement regarding that action: "I really don't have a problem with the citizenry going through the recall process; I think it's a process that the citizenry has to remove someone from office that might not be serving appropriately, so I will honor that. At the same time, I want you to know that nothing I will do going forward will be any different because of that. So, if I'm doing anything where there's favor perceived or unfavor perceived, please view my actions as completely independent of that, because the one thing I will be true is to myself, and if the city sees fit to send me back to my family for more hours in the week, I'm certainly happy to do that".

Mr. Stinnett commented that there are a lot of amenities on south Main Street and with having those amenities comes maintenance. There are several areas that need maintenance, such as weeds removed in and around the flower and plant containers. Mr. Stinnett acknowledged that whoever takes care of that has a lot to maintain, but he hopes that this area would be taken care of soon.

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

There being no further business, the meeting was adjourned at 8:20 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

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

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.

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: September 4, 2018

Item: FY 2019 Historic Preservation Grant Resolution
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Resolution No. 2018-014

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

Recommended Action: Approval of Resolution No. 2018 014

DISCUSSION:

The following is a resolution that authorizes the submittal of an application with the Missouri State Historic Preservation Office for the FY 2019 Historic Preservation Fund Grant to conduct Phase II of the East Town (Original Joplin) Historic Survey.

A resolution of support for submittal is required for the application for Historic Preservation Fund Grants.

Phase II of the East Town (Original Joplin) Historic Survey was identified as a goal of the Joplin Historic Preservation Commission in the July meeting.

Expected FY 2019 budget for the East Town (Original Joplin) Historic Survey is $29,400.00. The Historic Preservation Fund Grant will reimburse 60% of the costs.

RECOMMENDATION:
Staff recommends adoption of this Resolution.

RESOLUTION NO. 2018-014

A RESOLUTION authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2019 Historic Preservation Fund Grant for the East Town (Original Joplin) Historic Survey Phase II.

WHEREAS, the Missouri State Historic Preservation Office is accepting grant applications for FY 2019 for Certified Local Governments to complete preservation-related activities; and

WHEREAS, the receipt of grant funding for this project will enable the City of Joplin to nominate Memorial Hall to conduct phase II of the East Town (Original Joplin) Historic Survey.

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

Section 1: The City of Joplin shall execute and submit an application for a grant with the Missouri State Historic Preservation Office for the purpose of conducting phase II of the East Town (Original Joplin) Historic Survey in 2019; and

Section 2: That the City Manager, or his designee, the Director of Planning, Development, and Neighborhood Services, is hereby authorized to execute all documents or in substantially similar form thereto, for and on behalf of the City of Joplin.

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 Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2018

Item: FY 2019 Historic Preservation Grant Resolution
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Resolution No. 2018-015

Department Head: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

Recommended Action: Approval of Resolution No. 2018-015

DISCUSSION:
The following is a resolution that authorizes the submittal of an application with the Missouri State Historic Preservation Office for the FY 2019 Historic Preservation Fund Grant to nominate Joplin Memorial Hall to the National Register of Historic Places.

A resolution of support for submittal is required for the application for Historic Preservation Fund Grants.

The City of Joplin has a Memorandum of Understanding with Connect 2 Culture to pursue National Register Historic Designation for Joplin Memorial Hall.

The nomination of Joplin Memorial Hall was identified as a goal of the Joplin Historic Preservation Commission in the July meeting. Additionally, the City of Joplin has a Memorandum of Understanding with Connect2Culture to pursue National Register Nomination for Joplin Memorial Hall.

Expected FY 2019 budget for the nomination of the Joplin Memorial Hall is $9,400.00. The Historic Preservation Fund Grant will reimburse 60% of the costs.

RECOMMENDATION:
Staff recommends adoption of this Resolution.

RESOLUTION NO. 2018-015

A RESOLUTION authorizing the submittal of an application with the Missouri State Historic Preservation Office for the FY 2019 Historic Preservation Fund Grant for the National Historic Register Nomination of Memorial Hall.

WHEREAS, the Missouri State Historic Preservation Office is accepting grant applications for FY 2019 for Certified Local Governments to complete preservation-related activities; and

WHEREAS, the receipt of grant funding for this project will enable the City of Joplin to nominate Memorial Hall to the National Register of Historic Places.

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

Section 1: The City of Joplin shall execute and submit an application for a grant with the Missouri State Historic Preservation Office for the purpose of nominating Memorial Hall to the National Register of Historic Places in 2019; and

Section 2: That the City Manager, or his designee, the Director of Planning, Development, and Neighborhood Services, is hereby authorized to execute all documents or in substantially similar form thereto, for and on behalf of the City of Joplin..

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 Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2018

Item: COUNCIL BILL NO. 2018-140
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Grant Agreement
2) Copy of Council Bill

Department Head:	David Hertzberg	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anselm	Date:

Recommended Action: Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the update of the Pavement Management Plan 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.

Background: The engineering firm of Crawford, Murphy & Tilly, Inc. is currently amending the Master Plan for the Joplin Regional Airport. This amendment includes the airfield geometry changes reflected from the construction of the new Taxiway C & F project along with the reconfiguration of the priorities of the five-year Capital Improvement Program (CIP).

As part of this process there is a need to update the Pavement Management Plan to document the new pavement construction. We also need to document the impact that the commercial airline equipment upgrade (heavier aircraft) is having on the existing pavement.

Discussion: The FAA has issued a Go Letter for the project for the Federal share up to $95,000. The City Council approved the design agreement with Crawford, Murphy & Tilly, Inc with Council Bill 2018-120 on June 18, 2018. This Grant funding is based on a 95/5 Federal/Local share. The CMT contract is a Lump Sum of $98,120.00. The Federal share will be $93,213 and the Local share will be $4,907.00.

Recommendation: Staff acceptance of this grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the update of the Pavement Management Plan on an emergency basis per section 2.12(6) of the Joplin Home Rule Charter.

U.S. Department of Transportation Federal Aviation Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer

Airport/Planning Area **Joplin Regional (JLN)**

AIP Grant Number **3-29-0037-038-2018**

DUNS Number **010649846**

TO: **City of Joplin, MO**
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **July 06, 2018**, for a grant of Federal funds for a project at or associated with the **Joplin Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Joplin Regional Airport** (herein called the "Project") consisting of the following:

Pavement Management Program Update

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014,and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five (95%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$93,213.00**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

$93,213.00 for planning
$0 for airport development or noise program implementation; and,
$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 7, 2018,** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or

misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase For Primary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. May not be increased for a planning project;

B. May be increased by not more than 15 percent for development projects;

C. May be increased by not more than 15 percent for land project.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows**:**

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or
   vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Jim A. Johnson
(Typed Name)

Director, Central Region Airports Division
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this_____day of _____,_____.

City of Joplin

(Name of Sponsor)

By: _____

(Signature of Sponsor's Authorized Official)

_____

(Typed Name of Sponsor's Authorized Official)

_____

(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of____**Missouri**_____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,_____.

By: _____

(Signature of Sponsor's Attorney)

[1]Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

COUNCIL BILL NO. 2018-140 **ORDINANCE NO.**

AN ORDINANCE authorizing the City to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for Engineering Services for the update of the Pavement Management Plan 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.

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

Section 1. That a Grant agreement by and between the City of Joplin and Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) in the amount of ninety-three thousand two hundred thirteen dollars ($93,213.00) for the update of the Pavement Management Plan at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein, is hereby approved.

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

Section 3. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing revenues by the total amount of Ninety-Three Thousand Two Hundred Thirteen Dollars and No cents ($93,213.00) and by increasing appropriations by the total amount of Ninety-Eight Thousand One Hundred Twenty Dollars and No Cents ($98,120.00).

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

Section 5. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations and meet FAA timelines.

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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2018

Item: COUNCIL BILL NO. 2018-141
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Grant Agreement
2) Copy of Council Bill

Department Head:	David Hertzberg	Date:
Finance Department:	Leslie Haase	Date:
City Attorney:	Peter Edwards	Date:
City Manager:	Sam Anselm	Date:

Recommended Action: Authorization to accept a grant from the Missouri Department of Transportation (MoDOT) for assistance in promotion of Air Service 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.

Background: This Grant Agreement is entered into by the Missouri Highways and Transportation Commission and the City of Joplin for a grant of funds under State Air Service Program. The Commission has agreed to award funds with the understanding that such funds will be used for a program pursuant to this Agreement for the purposes generally described in the Joplin Regional Airports grant application/request for promotion of Commercial Air Service. This grant will provide advertising funds for existing\new service route with American Airlines. The funds will be used to promote the service within the JLN Market area which includes portions of Kansas, Oklahoma, and Arkansas

Discussion: This is a 90/10 reimbursable agreement. The total amount of the proposed marketing program is Ninety-Four Thousand Four Hundred Forty-Four Dollars ($94,444). The amount of the grant award to be reimbursed to the City is Eighty-Five Thousand Dollars ($85,000). The amount of local matching funds, and/or other resources, to be furnished by the City of Joplin is Nine Thousand Four Hundred Forty-Four Dollars ($9,444). This Airport Aid Agreement will be used to promote American Airline service at the Joplin Regional Airport.

Recommendation: Staff recommends the acceptance of this grant from Missouri Department of Transportation (MoDOT) for assistance in promotion of Air Service at the Joplin Regional Airport on an emergency basis per section 2.12(6) of the Joplin Home Rule Charter.

CCO Form: MO02
Approved: 08/09 (AMB)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Joplin
Project No.: AIR 186-090A-2

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT FOR AIR SERVICE PROMOTION

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

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230.4(1)(m) RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated February 9, 2018, and specifically described as follows:

Air Service Promotion;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Eighty-Five Thousand Dollars ($85,000); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Nine Thousand Four Hundred Forty-Four Dollars ($9,444). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from August 1, 2018 to June 30, 2019. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(6) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (6)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(7) AUDIT OF RECORDS: The Sponsor must 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 designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(8) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The

summary must show the source of funds and the specific items for which they were expended.

(9) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor 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 any provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.).

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(11) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(12) 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 regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(14) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(15) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(16) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, 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, gift 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 this Agreement price or consideration, or otherwise recover,

the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

(18) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor 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 Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor 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.

(19) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

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

(21) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(22) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(23) COMMISSION 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.

(24) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(25) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____
(if applicable)

COUNCIL BILL NO. 2018-141 **ORDINANCE NO.**

AN ORDINANCE authorizing the City to enter into a Grant Agreement with the Missouri Department of Transportation (MoDOT) for assistance in promotion of Air Service 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.

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

Section 1. That the Grant Agreement by and between the City of Joplin and Missouri Department of Transportation (MoDOT) in the amount of eighty-five thousand dollars ($85,000.00) for assistance in promotion of Air Service at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein, is hereby approved.

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

Section 3. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing revenues by the total amount of Eighty-Five Thousand Dollars and No Cents ($85,000.00) and by increasing appropriations by the total amount of Ninety-Four Thousand Four Hundred Forty-Four Dollars and No Cents ($94,444.00).

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

Section 5. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved in order to allow construction to be completed within funding time limitations and meet FAA timelines.

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. 2018-142 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Bennett Inc., in the amount of One Hundred Twenty-Two Thousand Six Hundred Twelve dollars ($122,612.00) for construction of the Villa Heights Sanitary Sewer Reroute & Streambank Stabilization Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Bennett Inc, in the amount of One Hundred Twenty-Two Thousand Six Hundred Twelve dollars ($122,612.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Sanitary Sewer Fund Account number 415-4542-540-8675.

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

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2018-142

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund 415-4542-540-8675 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2018
Council Bill No. 2018-142
Item: Award of Construction Agreement with Bennett Inc. for the Villa Heights Sanitary Sewer Reroute & Streambank Stabilization Project

Originating Department: Public Works – Engineering

Attachments: 1) Exhibit
2) Bid Tab
3) Contract
4) Council Bill No. 2018-142

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

Recommended Action: Approval of a Construction Agreement with Bennett Inc., in the amount of One Hundred Twenty-Two Thousand Six Hundred Twelve ($122,612.00) for the Villa Heights Sanitary Sewer Reroute & Streambank Stabilization Project.

Background: When this sewer was constructed in the fall of 1988, the manhole seen in the attached Exhibit was installed on the east bank of Turkey Creek, and the pipe was installed below the creek bed. Over the last 30 years, the stream bed around the manhole has been eroded such that it now sits in the middle of Turkey Creek, with its piping now laying above the water level in the creek. Council approved an engineering agreement with Allgeier, Martin & Associates to design the needed repairs and improvements.

Discussion: The project was advertised in accordance with the City of Joplin's procurement policies. Bids from 5 contractors were opened on August 21, 2018. Bennet Inc., was confirmed to be the lowest bidder, with the low bid being below the Engineer's estimate. The project will protect existing infrastructure and stabilize the creek.

Recommendation: Staff recommends approval of a Construction Agreement with Bennett Inc., in the amount of One Hundred Twenty-Two Thousand Six Hundred Twelve ($122,612.00) for the Villa Heights Sanitary Sewer Reroute & Streambank Stabilization Project. be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

Exhibit 1 – Photographs of the Exposed Manhole and Sanitary Sewer Piping





BID TABULATION

PROJECT: Villa Heights Sanitary Sewer Reroute and Streambank Stabilization

DATE OF BID OPENING: August 21, 2018

CONTRACTOR	BID
Engineer Estimate	150,000.00
Bennett Inc	122,612.00
Jeff Asbell Excavating & Trucking	136,597.10
Polston Construction Inc.	180,620.30
Southard Construction Inc	193,865.00
Bruce Davis Construction LLC	513,400.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND BENNETT INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: BENNETT INC. Address: 103 N.E. 15TH LANE LAMAR, MO 64759	
Attention: DAVID HERTZBERG		Attention:	
Department: ENGINEERING		Phone:	Fax:
Phone:	Fax:		

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

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

VILLA HEIGHTS SANITARY SEWER REROUTE & STREAMBANK STABILIZATION

The City and Contractor agree to the following:

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

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

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

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

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

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

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

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

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

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

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

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

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

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 $122,612.00 (full amount of contract) 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. Special Conditions & Provisions
f. Proposal

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Twenty-Two Thousand Six Hundred Twelve and no/100 ($122,612.00) 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.

Peter Edwards, City Attorney

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM

_____

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, Public Works Director

COUNCIL BILL NO. 2018–365 ORDINANCE NO.

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 219 Washington. in the City of Joplin, Missouri, for Three Thousand One Hundred Seventy-Five and 00/100 Dollars ($ 3,175.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Jordan Disposal in the amount of Three Thousand One Hundred Seventy-Five 00/100 Dollars ($ 3,175.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 219 Washington.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 219 Washington. and legally described as:

ALL OF LOTS TWENTY-TWO (22) AND TWENTY-THREE (23) IN BLOCK EIGHT (8) IN SCHIFFERDECKER PARK ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Gary L Shaw – Mayor

ATTEST:

_____
Barbara J Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	10-Aug-2018	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Bet Wilhite
Boarding & Securing Bldg.		LOCATION:	219 N. Washington Ave.

COMPANY	BIDS
B & D Yardbuilders	$3,604.00
Big John's Heavy Equipment	$4,000.00
Jordan Disposal	$3,175.00
Nelson's Enterprises	NO BID
Wolf Landscaping	NO BID


COUNCIL BILL 2018-365
219 WASHINGTON







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2018

Item: COUNCIL BILL NO. 2018-365
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 365
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures, and any remaining debris including foundation and footings 219 Washington.

Summary: The above listed address was "tagged" as a dangerous building on June 6, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 27, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on August 10, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 3,175.00
B & D Yardbuilders	$ 3,604.00
Big Johns	$ 4,000.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Jordan Disposal for $ 3,175.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.


COUNCIL BILL 2018-366
2213 ADELE







COUNCIL BILL NO. 2018 – 366 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Demolition for the demolition of the structure(s) and clearing of lot area located at 2213 Adele. in the City of Joplin, Missouri, for Three Thousand Seven Hundred Fifty and 00/100 Dollars ($ 3,750.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Demolition in the amount of Three Thousand Seven Hundred Fifty 00/100 Dollars ($ 3,750.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2213 Adele.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2213 Adele. and legally described as:

ALL OF LOT ONE HUNDRED ELEVEN (111) IN BARTLETT'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Gary L Shaw – Mayor

ATTEST:

_____
Barbara J Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	10-Aug-2018	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Bet Wilhite
Boarding & Securing Bldg.		LOCATION:	2213 S. Adele Ave.

COMPANY	BIDS
B & D Yardbuilders	$3,966.00
Big John's Heavy Equipment	$4,559.00
Jordan Disposal	$4,257.00
Nelson's Enterprises	$3,750.00
Wolf Landscaping	NO BID

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2018

Item: COUNCIL BILL NO. 2018-366
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 366
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Nelson Demolition to remove the structures, and any remaining debris including foundation and footings 2213 Adele.

Summary: The above listed address was "tagged" as a dangerous building on January 19, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 27, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on August 10, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 4,257.00
B & D Yardbuilders	$ 3,966.00
Big Johns	$ 4,559.00
Nelson Demolition	$ 3,750.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Nelson Demolition for $ 3,750.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

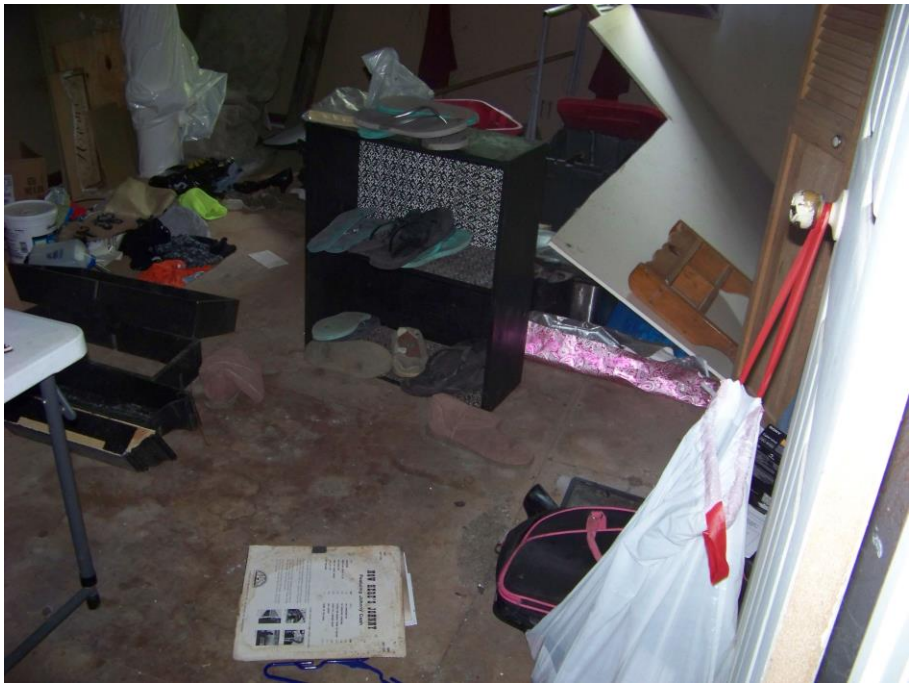
CLOSING DATE:	10-Aug-2018	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver/Bet Wilhite
Boarding & Securing Bldg.		LOCATION:	1010 S. Monroe Ave.

COMPANY	BIDS
B & D Yardbuilders	$3,808.00
Big John's Heavy Equipment	$4,199.00
Jordan Disposal	$3,500.00
Nelson's Enterprises	$3,750.00
Wolf Landscaping	NO BID


COUNCIL BILL 2018-367
1010 MONROE







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2018

Item: COUNCIL BILL NO. 2018-367
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 367
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures, and any remaining debris including foundation and footings 1010 Monroe.

Summary: The above listed address was "tagged" as a dangerous building on August 16, 2017. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 27, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on August 10, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Jordan Disposal	$ 3,500.00
B & D Yardbuilders	$ 3,808.00
Big Johns	$ 4,199.00
Nelson Demolition	$ 3,750.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition removal contract be awarded to Jordan Disposal for $ 3,500.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2018 – 367 ORDINANCE NO.

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 1010 Monroe. in the City of Joplin, Missouri, for Three Thousand Five Hundred and 00/100 Dollars ($ 3,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Jordan Disposal in the amount of Three Thousand Five Hundred 00/100 Dollars ($ 3,500.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1010 Monroe.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1010 Monroe. and legally described as:

ALL OF LOT NUMBERED TWO HUNDRED FORTY-TWO (242) IN W.G. SERGEANT AND COMPANY'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Gary L Shaw – Mayor

ATTEST:

_____
Barbara J Gollhofer – City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney