JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, DECEMBER 18, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Swearing In Of Anthony Monteleone By Municipal Judge John Podleski

   2. Missouri American Water Lead Service Line Replacement Program

      Documents:

      MO_2023-LEADREMOVAL-FACTSHEET_FINAL-REV5.PDF

   3. Broadband Deployment Status Update

      Documents:

      BROADBAND DEPLOYMENT STATUS CITY COUNCIL UPDATE 12-18-2023.PDF

   4. Semi-Annual Capital Improvement Oversight Committee Report

      Documents:

      OVERSIGHT COMMITTEE COUNCIL REPORT 12 18 2023.PDF

   5. Sunnyvale Improvements

      Documents:

      SUNNYVALE IMPROVEMENTS UPDATE.PDF

   6. Special Projects Update

Documents:

CC CHECKLIST 12_12_23.PDF
COUNCIL TRACKER 12.11.23.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Breedlove Requested To Speak On New City Police Station Idea
   2. Brian Evans Requested To Speak On Joplin City Government Ordinances & Joplin Government's Representation Of Citizens
   3. Mary Price Requested To Speak On Budgets & Fiscal Accountability
   4. Frank Thompson Requested To Speak On Responsibility And Accountability

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The December 4, 2023, City Council Meeting

      Documents:

      DEC 4, 2023 MINUTES.PDF

   2. COUNCIL BILL NO. 2023-291
      AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) property as described below and located at the NE Corner of Rob O'Brian Way and E 26th St.

      Documents:

      CB2023-291.PDF

   3. COUNCIL BILL NO. 2023-292
      AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Multi-Family Residential) and including in District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) property as described below and located at 524 W 5th St.

      Documents:

      CB2023-292.PDF

   4. COUNCIL BILL NO. 2023-293

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) property as described below and located approximately 190 ft. west from the intersection of 16th Street and Picher Ave.

Documents:

CB2023-293.PDF

5. COUNCIL BILL NO. 2023-294
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District C-2 (Central business) property as described below and located at 216 E 12th St.

Documents:

CB2023-294.PDF

6. COUNCIL BILL NO. 2023-295
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District M-2 (Heavy Industrial) property as described below and located at the NE Corner of Rob O'Brian Way and E 26th St.

Documents:

CB2023-295.PDF

7. COUNCIL BILL NO. 2023-296
AN ORDINANCE providing to vacate a 10' utility easement, lying on property described as the SW Corner of S Montana Pl and E 24th St., City of Joplin, Jasper County, Missouri.

Documents:

CB2023-296.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2023-158
AN ORDINANCE approving an agreement with Joplin Industrial Electric Co., Inc. in the amount of One Million Ninety-Four Thousand Five Hundred Thirty-Four Dollars and Fifty Cents ($1,094,534.50) for Joplin WWTF's SCADA Upgrades and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an

execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2023-158 GS JOPLIN SCADA PROJECT.PDF
SCADA PROJECT BID TABULATION.PDF
00 52 00 AGREEMENT 2023 SCADA.PDF
CB2023-158 CB JOPLIN SCADA PROJECT.PDF

2. COUNCIL BILL NO. 2023-159
AN ORDINANCE approving an agreement with Latasha Vick to provide sanitary sewer to property located at 1901 Crow Rd., 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:

CB2023-159 GS OUT OF TOWN SEWER CROW RD.PDF
CB2023-159 AGREEMENT OUT OF TOWN SEWER CROW RD.PDF
CB2023-159 EXHIBIT MAP CROW RD.PDF
CB2023-159 CB OUT OF TOWN SEWER CROW RD.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2023-407
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2023-407 SUMMARY SHEET.PDF
CB 2023-407 AGREEMENT.PDF
CB 2023-407.PDF

2. COUNCIL BILL NO. 2023-408
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City;

Documents:

CB 2023-408 SUMMARY SHEET.PDF
CB 2023-408 AGREEMENT.PDF
CB 2023-408.PDF

3. COUNCIL BILL NO. 2023-542

3. COUNCIL BILL NO. 2023-542
AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; and setting a date when this Ordinance shall become effective.

Documents:

CB 2023-542 SUMMARY NEW SALARY ADMINISTRATION PLAN EFFECTIVE NOVEMBER 1 2024.PDF
CB 2023-542 ORDINANCE ADOPTING NEW STEP PAY PLAN EFFECTIVE NOV 1 2024.PDF
CB 2023-542 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED EFFECTIVE NOV 1 2024.PDF

4. COUNCIL BILL NO. 2023-614
AN ORDINANCE amending Article II. -Park Rules and Regulations

Documents:

SUMMARY FOR COUNCIL BILL NO. 2023-614 AMENDING PARK RULES AND REGULATIONS AND TRAILS.PDF
COJ ORD RE PARK RULES UPDATE - 86.2.PDF

5. COUNCIL BILL NO. 2023-615
AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article VI – Trails, Section 86-200 – Trail rules.

Documents:

SUMMARY FOR COUNCIL BILL NO. 2023-615 AMENDING TRAIL RULES.PDF
COUNCIL BILL NO 2023-615 AMENDING TRAIL RULES.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 14th day of December 2023 (RSMo 610.020)

LEADING ON LEAD REMOVAL

MISSOURI AMERICAN WATER

WE KEEP LIFE FLOWING®



PROTECTING THE COMMUNITIES WE SERVE

At Missouri American Water, we are meeting and surpassing new federal requirements to protect our customers by removing lead service lines in the communities we serve by 2030.

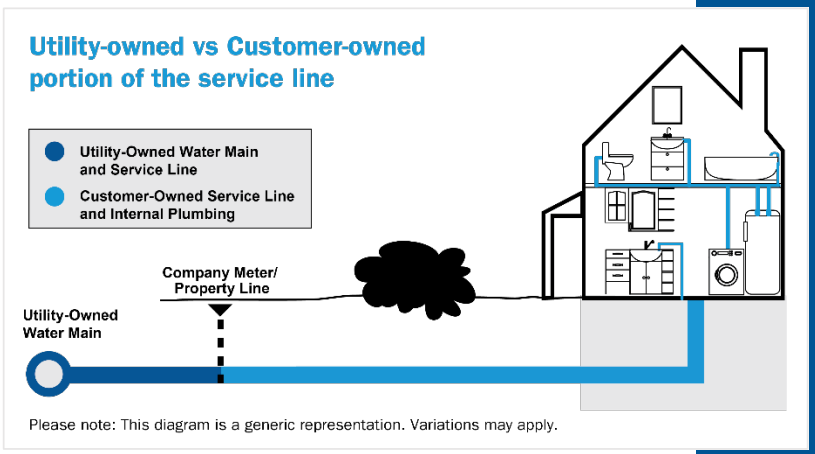
When possible, we are replacing the entire service line, including the customer-owned portion, at no direct cost to the customer. So far, we have replaced approximately 7,000 lead service lines across the state.

Missouri American Water is proud to work with lawmakers, regulators, and community stakeholders to identify and remove lead service lines in the communities we serve.

SERVICE LINE INVENTORY

The U.S. Environmental Protection Agency's (USEPA) Revised Lead and Copper Rule established new regulations that require water service providers to identify service line material and make this information available to customers by October 2024. The service line is the pipe that connects the water main in the street to the plumbing inside your home or business.

The Service Line Inventory will identify Company and Customer side material. Missouri American Water will be using existing records, when available, to determine the material on the Company and Customer side of the service. In addition, Missouri American Water will be using County Assessor records to determine when the structure was built. The installation of lead pipes was most prevalent before 1930 and was banned in 1986 when Congress amended the Safe Drinking Water Act.



QUESTIONS?

CHRISTOPHER M. PARRISH, P.E.
Engineering Manager
Christopher.Parrish@amwater.com



Because property owners have historically owned either all or most of the service line (typically from the property line to the home or business), Missouri American Water does not have a complete record of the service line material. We will be working with property owners and municipalities to update the service line material in the communities we serve.

When additional investigations are required to determine service line material, Missouri American Water will partner with external contractors to perform an exploratory dig (hydro-excavation) of the service line near the property line. In addition, an inside inspection of the service line coming into the home or business will be offered to customers to potentially avoid exploratory digs.

All service line material information will be uploaded into American Water's asset management system MapCall, and an interactive map will be made available to all customers online by October 2024.

LEAD SERVICE LINE REPLACEMENT

Missouri American Water's goal is to remove all known lead service lines from the communities we serve by 2030, at no direct cost to the customer. We care about our customers and believe replacing this water service line is an important step in reducing lead exposure.

Missouri American Water is actively replacing lead service lines when a leak occurs or when a lead service line is connected to a water main that is being moved or replaced.

Missouri American Water is also targeting lead service line replacements. We will be working through each service area systematically, starting in areas with high concentrations of known lead service lines.

Customers can elect to replace their lead service line prior to Missouri American Water's planned removal date. The customer can coordinate efforts with a company-approved contractor to replace the entire service line, and the customer will only be responsible for the cost associated with the customer side.

MISSOURI
AMERICAN WATER

INVESTMENT. ONE MORE WAY WE KEEP LIFE FLOWING.

Broadband Deployment Status Update

City of Joplin

December 18, 2023



Agenda

1 | General Overview

2 | ISP Review Process

3 | Advancement of ISP by Phase of Review

4 | Preferred ISP Differentiators

5 | Path Forward

Increasing Connectivity Across Joplin

The City of Joplin has formally released and received responses to its solicitation for a partnership to implement a citywide fiber optic network and improve connectivity.

Phase I

Build Joplin's Fiber Deployment Strategy

Develop an **actionable** plan which guides the City towards strategic and Joplin-centric broadband deployment including:

- Local Insights & Priorities
- Grant Funding Strategy
- Legal & Regulatory Risks
- Draft and Publish Request for Proposal (RFP)/RFI

Phase II

Solicit Market for Partnership

Approach the broadband market **aggressively and effectively** to secure partnership to further progress the City's connectivity goals.

- Conduct Interviews
- Conduct Negotiations
- Reach a Partnership Agreement

Phase III

Deploy Broadband

Upon the City **reaching a partnership agreement**, successful deployment of broadband includes:

- Broadband deployment program management
- Performance monitoring & reporting to prepare competitive grant applications
- Continuous community engagement

Strategy — Optimization — Performance

Where is Joplin in the Process?

The City Review Team has diligently identified and validated a viable partner to build, operate, and maintain a Citywide fiber optic network for Joplin's residents and businesses.

ISP Procurement Process



1 First Round Review

- Company Profile
- Project Execution
- Company Experience
- Technical Requirements
- Summary of Items Not Addressed

2 Second Round Review

- Responses to Clarifying Questions
- Company Leadership Interviews
- Financial Due Diligence
- ISP-provided Community References Checks

3 Third Round Review

- Final 3 ISPs provided revised cost estimate of network cost, requested City investment, resilient design (aerial v. buried)

Advancement of 5 ISPs

Advancement of 3 ISPs

Advancement of ISP by Phase of Review

Across each stage of reviewing potential partners, the City Review Team considered each provider on their ability to holistically meet the City of Joplin's needs and vision for future partnership.

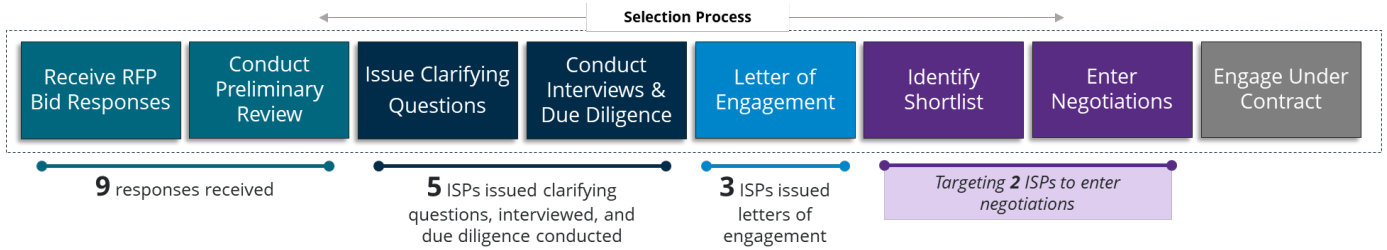
	First Round	Second Round	Third Round
Criteria	*Assessed the company's profile, experience, project execution capabilities, technical compliance, and proposal items.*	*Conducted interviews with leadership, evaluating company's financial standing, clarifying their responses, and community reference checks.*	*Focused on proposed network costs, the investment required from the City, and the resilience of network design.*
Reasons for Advancement	 Responsiveness to the entirety of RFP's specific requests (i.e., provided marketing materials) and capability to deliver services  Verified track record and relevant experience to confirm the ISP's ability to successfully execute the project.  Detailed understanding of the client's needs (schedule, cost, City investments), indicating the ISP's alignment to specific goals and requirements of the project.		

Technical Engagement & Support

The City of Joplin engaged with the Smarter Joplin Workgroup to discuss the process undertaken and critical insights gained from the provider proposals.

Increase Awareness

Inform critical organizations across the City of Joplin on the process, intricacies, and expectations for future partnership.



Improve Decision-Making

Garner community-focused feedback and additional considerations to include in the partner selection process.



Obtain Support

Gain buy-in around the vision for partnership and its alignment to the Smarter Joplin Roadmap



- Quality of Life
- Affordable & Accessible Internet
- Resident & Business Friendly
- Workforce Availability & Skills
- Transportation
- Resiliency & Sustainability

City Review Team's Preferred ISP

The City Review Team has identified a preferred ISP to build, operate, and maintain a Citywide Fiber Optic Network focused on affordability, resilience, innovation, and furthering Joplin infrastructure goals.

Affordability

Attention to delivering affordable, reliable internet services to the City of Joplin residents & businesses

Resilience & Recovery

Focus on building a resilient Citywide fiber network in the infrastructure composition, operation, and maintenance.



Empowering Smarter Joplin

Partnering with City to deliver core infrastructure for Smarter Joplin advancement

Community Engagement & Innovation

Commitment to becoming part of the community and deliver innovative solutions in a changing technology landscape.

Affordability Differentiators

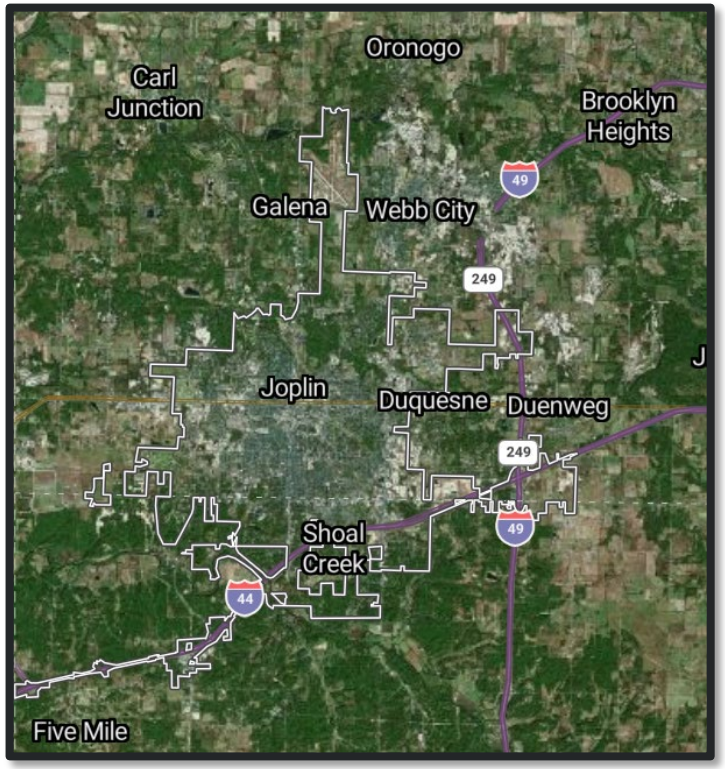
The City Review Team has identified a preferred ISP to build, operate, and maintain a Citywide Fiber Optic Network focused on affordability, resilience, innovation, and furthering Joplin infrastructure goals.

AFFORDABLE CONNECTIVITY PROGRAM

Helping Households Connect

- ✓ Active participant in **FCC's Affordable Connectivity Program** (ACP)
- ✓ Regularly **engaged with Congress** to urge refunding of ACP
- ✓ Committed to the development of a **contingency plan** should ACP not be refunded

The City will have the opportunity to identify & target **Low-Moderate Income (LMI)** as construction begins



Resilience & Recovery Differentiators

The City Review Team has identified a preferred ISP to build, operate, and maintain a Citywide Fiber Optic Network focused on affordability, resilience, innovation, and furthering Joplin infrastructure goals.

RESILIENCE
To prevent disruptions, offer reliable service, and enable innovation

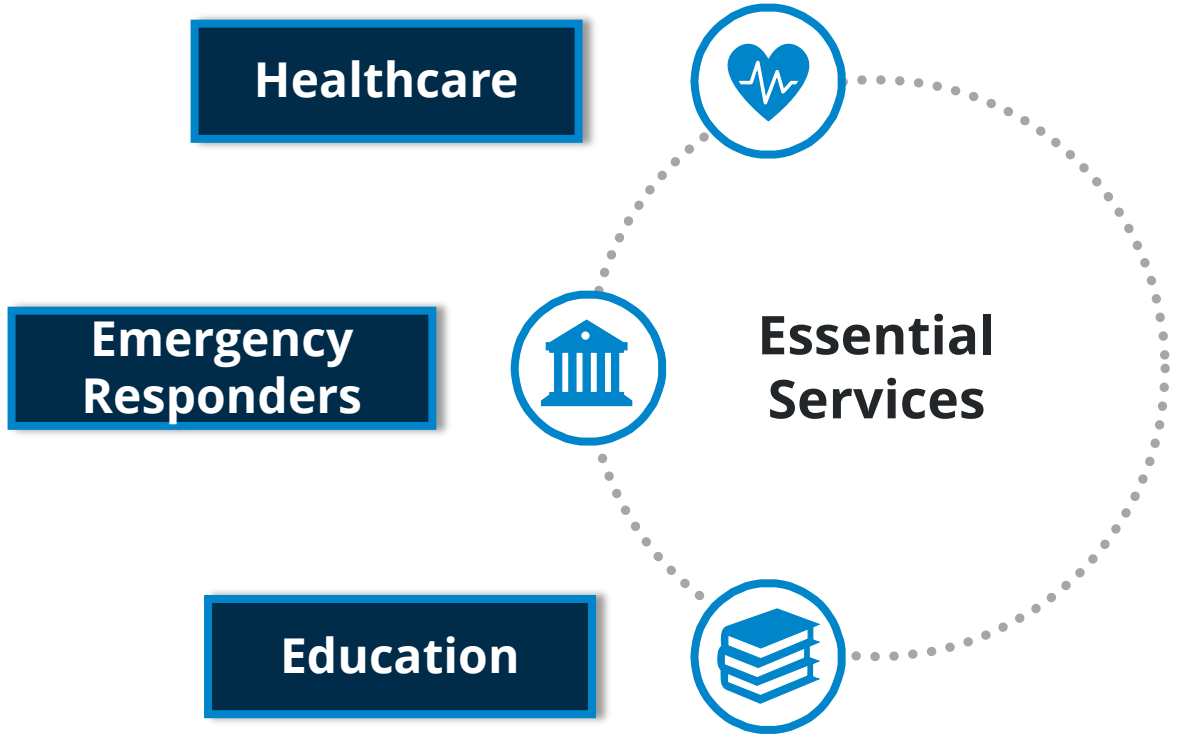
MAXIMIZED BURIED INFRASTRUCTURE
Including feeders to anchor institutions to support essentials services

LOCAL STOREFRONT WAREHOUSE, & LAYDOWN YARD
To facilitate community support and **quick access to materials and equipment,** streamlining construction

DISASTER RECOVERY PLAN
For **immediate response** in event of disaster coupled with mobile WiFi Solutions

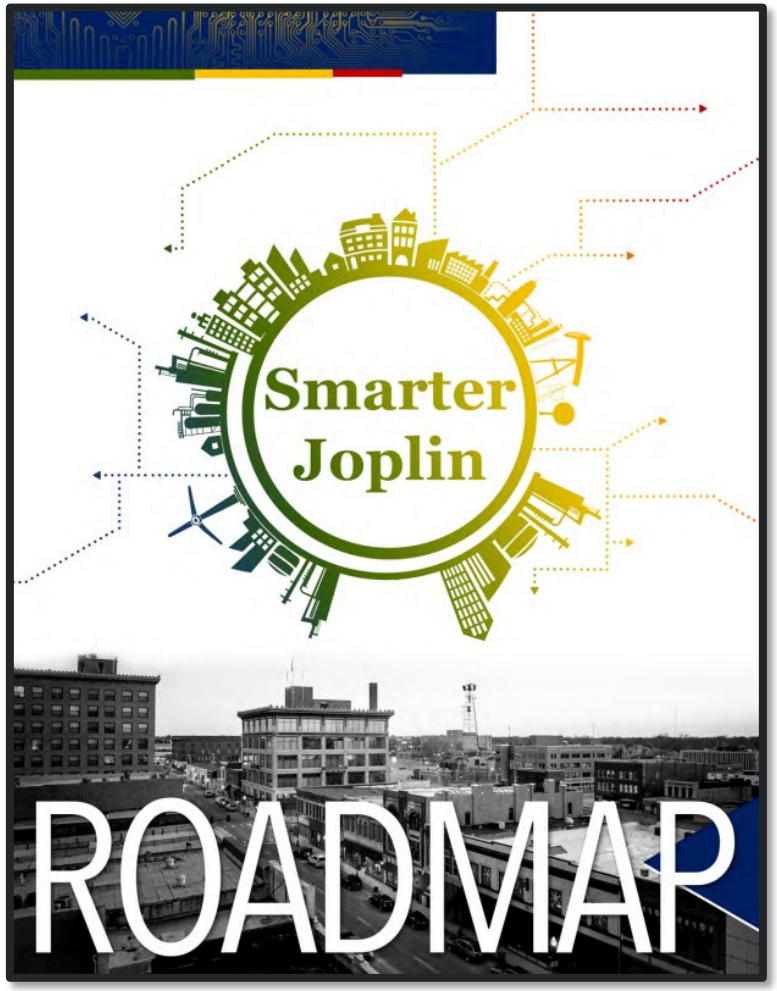
SPARE PARTS NEARBY
Ensuring critical components are readily available **to expedite repairs**

BACKHAUL ROUTE DIVERSITY
Creating **multiple pathways** for reliability



Empowering Smarter Joplin Differentiators

The City Review Team has identified a preferred ISP to build, operate, and maintain a Citywide Fiber Optic Network focused on affordability, resilience, innovation, and furthering Joplin infrastructure goals.



Supporting Insights

Education Solutions
Both technology integration and community digital literacy training to get Joplin connected

Smart Technology Solutions in the Home
Enable smart tech to connect the broader community

Open connectivity in event of disaster (City of Joplin, emergency responders)
Uninterrupted network and variety of connectivity solutions in times of great need – disaster response, events, and Joplin-specific focus areas

Community Engagement & Innovation Differentiators

The City Review Team has identified a preferred ISP to build, operate, and maintain a Citywide Fiber Optic Network focused on affordability, resilience, innovation, and furthering Joplin infrastructure goals.



Supporting Insights

Award-Winning Complaint Management & Restoration Practices
Robust protocols during construction phases to address issues promptly

Commitment to Local Operations
Dedicated to improving the economic and social well-being of the community

Integration into the Community
Engagement with local stakeholders for mutual benefits

Team of Innovative Resources tapped into Changing Technology Market
Dynamic team adept at navigating the tech landscape

Advocate for Joplin to be a testbed for services
Joplin to pioneer the adoption of new connectivity solutions

Path Forward

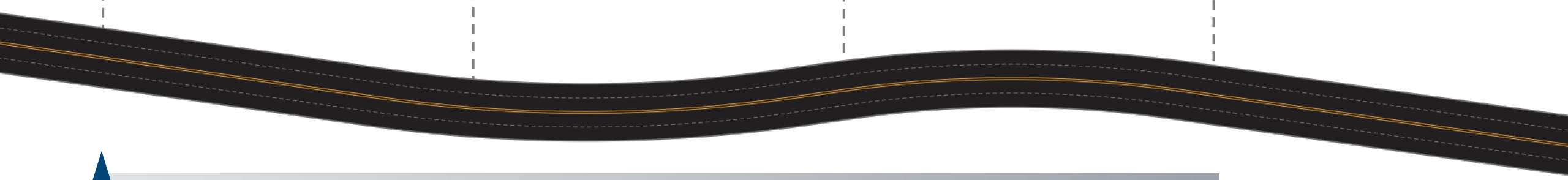
The City Review Team is excited to present this partnership opportunity to City Council for consideration to efficiently move forward in final negotiations.

Present Preferred ISP to City Council

Coordinate with City legal on draft contract

Proceed with final negotiations

Execute signed agreement and begin deployment



Estimated Timeline: 30-45 Days

We are here

Questions?



TAX OVERSIGHT COMMITTEE UPDATE

COJ Team | December 18, 2023

CITIZEN APPROVED SPECIAL TAXES

Committee oversees the revenues and expenditures of the special taxes as compared to the promises made to the voters

- How are the special tax dollars being spent?
- What projects have been completed?
- What's the progress towards the remaining projects?
- What do these revenues mean to the Community?

CITIZEN APPROVED SPECIAL TAXES

Committee Oversight: Quarterly Meetings

- ¼-Cent Parks and Stormwater Sales Tax
- 3/8-Cent Capital Improvement Sales Tax
- ½-Cent Public Safety Sales Tax
- ½-Cent Pension Sales Tax
- Use Tax Collections and Expenditures

1/4-Cent Parks and Stormwater Sales Tax Phase II Projects 4th Quarter FY2023	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Annual Maintenance (10 Years)	TS0501	$ 1,447,600	$ 1,979,566	$ 1,979,566	$ -	$ -	
Softball Complex Amenities	TS0502	1,195,500	986,731	986,731	208,769	-	
Trail Amenities (Benches, Receptacles & Trail Markers)	TS0503	200,100	18,230	18,230	-	-	
Schifferdecker Park Improvements	TS0504	327,000	354,230	354,230	(27,230)	-	
Parr Hill Park Improvements	TS0505	70,000	30,805	30,805	39,195	-	
Skate Pods at Existing Parks	TS0506	240,000	314,694	314,694	(74,694)	-	
Athletic Complex Improvements	TS0507	77,000	48,254	48,254	28,746	-	
Cunningham Park Improvements	TS0508	150,000	83,231	83,231	66,769	-	Donations
Ewert Park Improvements	TS0509	50,000	39,407	39,407	10,593	-	
McClelland to Town Green via Tin Cup Trail	TS0510	1,098,250	1,171,173	1,171,173	-	347,857	Grant Funds
Campbell Parkway Improvements*	TS0511	60,000	-	-	60,000	-	Donations
Garvin Park Improvements	TS0512	13,000	7,637	7,637	5,363	-	
Leonard Park Improvements	TS0513	45,000	41,794	41,794	3,206	-	
McClelland Park Improvements	TS0514	63,500	41,017	41,017	22,483	-	
Humphrey Park Improvements	TS0515	57,000	41,845	41,845	15,155	-	
Overlay 6 Outdoor Basketball/7 Tennis Court Improvements	TS0516	227,500	162,243	162,243	65,257	-	
Landreth Park Improvements	TS0517	120,000	92,002	92,002	27,998	-	
Spiva Park Improvements	TS0518	50,000	23,276	23,276	26,724	-	
Wildcat Glades & Audubon Center Annual Support	TS0519	150,000	150,000	150,000	-	-	
Low Water Bridge to Grand Falls Trail	TS0520	1,300,000	4,835	1,300,000	-	-	
Aquatic Center - Option B	TS0521	5,800,000	5,768,803	5,768,803	31,197	-	
Off Leash Dog Park - Landreth West/Dover South	TS0522	51,500	13,388	13,388	38,112	-	
Joe Becker Turf Project	TS0523	-	461,528	461,528	(461,528)	124,363	Infrastructure Fund 305
Ewert Skate Park Lights	TS0524	-	53,178	53,178	(53,178)	-	
TOTAL PARKS PROJECTS		**$ 12,792,950**	**$ 11,887,866**	**$ 13,183,031**	**$ 32,939**	**$ 472,220**	
Project Completed in Current Quarter							
Project Complete							

In Progress:

Tin Cup Trail –
Clearing for the trail



In Progress:

Tin Cup Trail –
Clearing for the trail



In Progress:

Tin Cup Trail –
Clearing for the trail



1/4-Cent Parks and Stormwater Sales Tax Phase II Projects 4th Quarter FY2023	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements ($96,185 Annual Expense)	TS0601	$ 961,850	$ 3,415,102	$ 3,415,102	$ (2,453,252)	$ 140,021	State Grant
Ditch & Detention Pond Mtce ($300,000 Annual Expense)	TS0602	3,000,000	2,127,364	2,127,364	$ 872,636	94,980	
Catch Basin & Closed System Mtce ($250,000 Annual Expense)	TS0603	2,500,000	1,447,392	1,447,392	$ 1,052,608	-	
Regional Detention, NE side of Murphy Blvd. & S. of 15th	TS0604	774,200	26,076	26,076	(53,804)	-	
Regional Det., NE side of Murphy Blvd. & S. of 15th - State Grant**	GSTA09	-	801,928	801,928	-	801,928	State Grant
Regional Detention, W. of Arizona & N. of 32nd	TS0605	2,652,000	1,180,087	1,180,087	200,971	-	
Regional Detention, W. of Arizona & N. of 32nd - State Grant**	GSTA03	-	1,270,942	1,270,942	-	1,270,942	State Grant
Storm Sewer Improvements, Illinois between 7th & 9th	TS0606	987,000	3,027,710	3,027,710	(2,040,710)	-	
Regional Detention, 15th & Massachusetts	TS0607	1,543,000	252,575	252,575	1,290,425	-	
Culvert Improvements, Lone Elm & Murphy Blvd.	TS0608	565,000	395,864	395,864	169,136	-	
Ditch & Culvert Improvements, Connecticut between 32nd & 35th	TS0609	656,000	19,999	656,000	-	-	
Ditch & Culvert Improvements, Connecticut between 35th & 37th	TS0610	518,000	13,502	518,000	-	-	
Channel Improvement, Canterbury Ditch 3rd to 7th	TS0611	1,163,000	675,937	1,163,000	-	-	
Ditch & Culvert Improvements, 4th & School Avenue	TS0612	739,000	1,541,462	1,541,462	(802,462)	-	
Ditch Improvements, Euclid & Odessa/Rolla	TS0613	525,000	486,988	486,988	38,012	-	
Ditch & Culvert Improvements, 10th & Peters Avenue	TS0614	556,000	968,998	968,998	(412,998)	36,578	
New Culvert System, Michigan between 30th & 27th	TS0615	621,000	-	-	(478,574)	-	
New Culvert System, Michigan between 30th & 27th - State Grant**	GSTA04	-	1,099,574	1,099,574	-	1,099,574	State Grant
Ditch Improvements, 2nd & Oliver/McCoy	TS0616	119,000	163,597	163,597	(44,597)	-	
New Culvert System, Hill between Division & Mineral	TS0617	269,000	473,312	473,312	(204,312)	-	
Curb Inlet Improvements, 4th & Tyler/Adele	TS0618	358,000	207,313	207,313	150,687	-	
Joplin Creek, East Drainage Basin	TS0619	2,300,000	-	-	2,300,000	-	
Joe Becker Stadium	TS0620	-	26,075	26,075	(26,075)	-	
Airport - Public Safety Training Center	TS0621	-	92,734	92,734	(92,734)	-	
TOTAL STORMWATER PROJECTS		**$ 20,807,050**	**$ 19,714,532**	**$ 21,342,093**	**$ (535,043)**	**$ 3,444,024**	
Project Completed in Current Quarter							
Project Complete							

In Progress:

Canterbury Ditch, 3rd to 7th Street Channel Improvement



In Progress:

Canterbury Ditch, 3rd to 7th Street Channel Improvement



In Progress:

Canterbury Ditch, 3rd to 7th Street Channel Improvement



In Progress:

Canterbury Ditch, 3rd to 7th Street Channel Improvement



1/4-Cent Parks and Stormwater Sales Tax Phase III 4th Quarter FY2023	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Ewert Park Splash Park w/Ice Ribbon	TS0701	$ 5,000,000	$ -	$ 5,000,000	$ -	$ -	
Ewert Park Covered Bball Court	TS0702	550,000	-	550,000	-	-	
Ewert Park Amphitheater	TS0703	250,000	-	250,000	-	-	
Ewert Park Kiosk & Interpretive Signage	TS0704	29,375	-	29,375	-	-	
Annual Park Maintenance	TS0705	1,700,000	92,668	1,700,000	-	-	
Turf Replacement - Miracle, Redden, JBS	TS0706	800,000	-	800,000	-	-	
Overlay/Resurface Sports Courts	TS0707	400,000	40,326	400,000	-	-	
Park Beautification	TS0708	2,776,384	205,784	2,776,384	-	-	
Dover Outdoor Recreation	TS0709	1,750,000	-	1,750,000	-	-	
Athletic Complex Operations	TS0710	3,000,000	300,000	3,000,000	-		
Tin Cup Trail Phase II	TS0711	1,000,000	206,151	1,000,000	-	-	
Install Security Lighting	TS0712	1,510,000	-	1,510,000	-	-	
Playground Updates	TS0713	1,300,000	-	1,300,000	-	-	
Install Security Cameras	TS0714	300,000	-	300,000	-	-	
Convert Softball to Turf	TS0715	800,000	-	800,000	-	-	
Electrical at Mercy Park	TS0716	250,000	-	250,000	-	-	
Cunningham to Sand Vball	TS0717	90,000	-	90,000	-	-	
McIndoe Park Restroom	TS0718	150,000	-	150,000	-	-	
Dover to Landreth Connector	TS0719	750,000	3,000	750,000	-	-	
Wildcat Park Restroom	TS0720	150,000	-	150,000	-	-	
Landreth Main Street Underpass	TS0721	250,000	-	250,000	-	-	
Campbell Pkwy Improvements	TS0722	850,000	-	850,000	-	-	
TOTAL PARKS PROJECTS		**$ 23,655,759**	**$ 847,929**	**$ 23,655,759**	**$ -**	**$ -**	
Project Completed in Current Quarter							
Project Complete							

1/4-Cent Parks and Stormwater Sales Tax Phase III 4th Quarter FY2023	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements	TS0801	$ 1,000,000	$ 13,602	$ 1,000,000	$ -	$ -	
Ditch & Dentention Pond Maintenance	TS0802	2,850,000	116,360	2,850,000	-	-	
Catch Basin & Closed System Maintenance	TS0803	2,350,000	101,496	2,350,000	-	-	
Automated Gate Arms at Murphy Low Water	TS0804	300,000	185,237	300,000	-	-	
Economic Development	TS0805	500,000	-	500,000	-	-	
Durham Acres	TS0806	2,451,500	-	2,451,500	-	-	
17th & Mina Ave	TS0807	2,334,500	-	2,334,500	-	-	
Texas Avenue - 11th to 15th	TS0808	1,451,000	-	1,451,000	-	-	
Old Willow Branch Phase I	TS0809	750,000	-	750,000	-	-	
1st & Joplin Avenue Phase I	TS0810	500,000	-	500,000	-	-	
Sunnyvale Improvements & I-4 Phase I	TS0811	3,178,500	-	3,178,500	-	-	
26th Street Twin Culverts	TS0812	697,500	-	697,500	-	-	
5th & Porter	TS0813	1,527,500	-	1,527,500	-	-	
ARPA Stormwater Project - Engineering Costs*	GFARST	-	153	-	-	-	ARPA Grant
17th & Annie Baxter*	GFARS1	-	18,951	-	-	-	ARPA Grant
East Town*	GFARS2	-	49,887	-	-	-	ARPA Grant
9th & St. Louis*	GFARS 3	-	52,371	-	-	-	ARPA Grant
12th & Wall*	GFARS4	-	7,036	-	-	-	ARPA Grant
Massachusetts & Murphy*	GFARS5	-	12,554	-	-	-	ARPA Grant
5th & Porter*	GFARS6	-	18,973	-	-	-	ARPA Grant
Ten Pin Lane*	GFARS7	-	27,458	-	-	-	ARPA Grant
Texas Ave - 11th to 15th*	GFARS8	-	43,469	-	-	-	ARPA Grant
26th Street Twin Culverts*	GFARS9	-	14,667	-	-	-	ARPA Grant
TOTAL STORMWATER PROJECTS		**$ 19,890,500**	**$ 662,214**	**$ 19,890,500**	**$ -**	**$ -**	
Project Completed in Current Quarter							
Project Complete							

3/8-Cent Capital Improvement Sales Tax Phase I 4th Quarter FY2023	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	GRANT REVENUE	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT PROJECTS:							
City Overlay Program	TC0502	$ 5,375,000	$ 5,457,921	$ 5,457,921	$ -	$ -	$ 5,457,921
32nd Street (Main to Jackson) & Jackson Realignment	TC0503	2,687,500	2,569,515	2,569,515	117,985	150,000	2,569,515
32nd Street & Main Intersection	TC0504	4,300,000	6,158,463	6,158,463	(1,858,463)	4,396,913	6,158,463
Connecticut Avenue from Murphy to 30th Street	IS0401	6,450,000	9,029,191	9,029,191	(2,579,191)	-	9,029,191
Maiden Lane from 20th to 30th	TC0505	2,150,000	624,322	624,322	1,525,678	-	624,322
Maiden Lane from 9th to 17th	TC0506	2,150,000	517,295	517,295	1,632,705	-	517,295
Maiden Lane - TIGER Grant*	TG0520	3,871,360	6,229,923	6,229,923	(2,358,563)	4,346,085	6,229,923
20th & Main Intersection	TC0507	1,505,000	406,501	406,501	1,098,499	-	406,501
Connecticut Viaduct at 26th Street	TC0508	4,300,000	5,364,810	5,364,810	(1,064,810)	694,057	5,364,810
Schifferdecker Avenue, 7th to 32nd Street	TC0509	2,687,500	348,606	348,606	2,338,894	-	348,606
Schifferdecker - TIGER Grant Portion	TG0519	1,558,148	2,370,992	2,370,992	(812,844)	1,558,148	2,370,992
Murphy Blvd. from North Main to 7th	TC0501	1,671,625	152,681	152,681	1,518,944	-	152,681
Zora & Main Interchange & Overpass	TC0510	15,050,000	5,062,143	5,062,143	9,987,857	-	5,062,143
26th Street, Maiden Lane to Schifferdecker	TC0511	1,881,250	365,762	365,762	1,515,488	-	365,762
26th Street - TIGER Grant Portion	TG0521	2,069,375	2,887,535	2,887,535	(818,160)	2,069,375	2,887,535
Zora from Range Line to Main	TC0512	2,150,000	3,065,206	3,065,206	-	-	3,065,206
Broadway/Buchanan Road from St. Louis to Florida	TC0513	1,290,000	1,086,041	1,086,041	203,959	-	1,086,041
West Bypass Corridor Study	TC0514	161,250	109,061	109,061	52,189	161,250	109,061
St. Louis from Broadway to Zora	TC0515	1,827,500	4,087,890	4,087,890	-	-	4,087,890
Existing Traffic Signal Upgrades	TC0516	2,150,000	1,736,359	2,150,000		-	2,150,000
CR 190, 32nd Street to Interstate 44	TC0517	2,150,000	1,429,147	1,429,147	720,853	1,000,000	1,429,147
Tristate Road, 1st Street to Perkins	TC0518	376,250	907,844	907,844	(531,594)	-	907,844
20th Street Overpass - TIGER Grant*	TG0522	3,261,716	8,223,981	8,223,981	-	3,770,200	8,223,981
20th Street Transit - TIGER Grant*	TG0524	468,192	622,732	622,732	(154,540)	256,192	622,732
TOTAL CAPITAL IMPROVEMENT PROJECTS		**$ 71,541,666**	**$68,813,921**	**$ 69,227,562**	**$ 10,534,887**	**$ 18,402,220**	**$ 69,227,562**

Project Completed in Current Quarter

Project Complete

3/8-Cent Capital Improvement Sales Tax Phase II 4th Quarter FY2023	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT II PROJECTS:							
32nd Street - Schifferdecker to Country Club Road	TC0601	$ 5,939,000	$ 5,050,996	$ 7,500,000	$ -	$ 7,500,000	$ 7,500,000
32nd Street - Country Club to Central City Road	TC0602	6,220,000	6,712,323	7,535,000	-	7,535,000	7,535,000
Neighborhood Transportation Improvements	TC0603	1,500,000	568,520	1,500,000	-	1,500,000	1,500,000
Street Surface Repair	TC0604	2,500,000	1,714,190	2,500,000	-	2,500,000	2,500,000
Intersection Improvements	TC0605	2,500,000	1,377,954	2,500,000	-	2,500,000	2,500,000
Connecticut - 32nd to 44th	TC0606	8,085,000	1,769,802	5,435,000	-	5,435,000	5,435,000
44th Street - Rangeline to Connecticut	TC0607	6,135,000	7,446,179	8,000,000	-	8,000,000	8,000,000
Zora - Rangeline to MO 249	TC0608	3,308,000	1,449,488	8,840,000	-	8,840,000	8,840,000
Connecticut - Overpass at I-44	TC0609	5,374,000	1,329,154	1,329,154	-	1,329,154	1,329,154
6th Street & Virginia Parking Garage Modifications	TCO610	2,687,000	141,062	2,687,000	-	2,687,000	2,687,000
20th Street - Schifferdecker to Country Club Road ROW	TC0611	720,000	-	720,000	-	720,000	720,000
20th Street - Schifferdecker to Country Club Road	TC0612	5,112,000	375,948	5,112,000	-	5,112,000	5,112,000
Jackson - Bridge Replacement at Shoal Creek	TC0613	973,000	519,843	519,843	-	519,843	519,843
Schifferdecker - New Bridge at Turkey Creek	TC0614	600,000	3,042,614	3,042,614	1,200,000	1,842,614	3,042,614
TOTAL CAPITAL IMPROVEMENT II PROJECTS		**$ 51,653,000**	**$31,498,073**	**$ 57,220,610**	**$ 1,200,000**	**$ 56,020,610**	**$ 57,220,610**
Project Completed in Current Quarter							
Project Complete							

In Progress:

32nd Street Widening from Schifferdecker to Central City



In Progress:

32nd Street Widening from Schifferdecker to Central City



In Progress:

32nd Street Widening from Schifferdecker to Central City



In Progress:

32nd Street Widening from Schifferdecker to Central City



In Progress:

32nd Street Widening from Schifferdecker to Central City



In Progress:

32nd Street Widening from Schifferdecker to Central City



Substantially Complete:

32nd Street Widening from Schifferdecker to Central City



Before:

44th Street:
Rangeline to
Connecticut



Substantially Complete:

44th Street: Rangeline to Connecticut



Complete:

Jackson Bridge Replacement at Shoal Creek



Complete:

Schifferdecker Bridge Replacement at Turkey Creek



1/2-Cent Pubic Safety Sales Tax 4th Quarter FY2023 DESCRIPTION	PER PERSON		ORIGINAL PROJECTED COSTS	ANNUAL FY 2023 COSTS	PRIOR YEARS COSTS	GRAND TOTAL COSTS	SUMMARY/EXPLANATION
OPERATIONAL EXPENDITURES (ANNUAL):							
25 Additional Police Officers	70,782	*	1,769,550	3,804,543	35,318,719	39,123,262	25 Police Officers hired
(5 Addtl/5 Shifts)							
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	760,909	6,170,918	6,931,826	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station	48,379		725,685	1,587,653	15,723,292	17,310,945	15 Firefighters hired
(4 Addtl/3 Shifts, plus 3 coverage)							
3 Coverage Firefighters for Current Operations	48,379		145,137	317,531	4,146,780	4,464,311	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	317,531	4,146,780	4,464,311	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548	1,270,123	292,886	1,563,009	6 Firefighters hired
Fire Training Captain	56,051		56,051	105,844	1,198,541	1,304,385	1 Fire Training Captain hired
Neighborhood Security Light Program			925,000	328,377	3,976,507	4,304,884	
Wireless Access for Public Safety			50,000	50,379	585,283	635,662	Monthly Recurring Charge
Police Substation			10,000	9,600	275,099	284,699	Substation to be repaid
Public Safety Training Center			-	343,532	1,693,344	2,036,876	
Sub-Total Operational Ongoing Costs			4,761,018	8,896,020	73,528,150	82,424,170	
CAPITAL EXPENDITURES (ONE-TIME):							
Mobile Data Computers			375,000		326,190	326,190	MDC's-58 for Police & 15 for Fire Installed
1st Additional Westside Station			1,325,000	-	2,194,100	2,194,100	Construction Complete
Engine for Westside Station			450,000	-	728,053	728,053	Engine Purchased
First Response Vehicle for Westside Station			200,000	-	303,443	303,443	Rescue Purchased
Brush Truck for Westside Station			50,000	-	32,376	32,376	Brush Truck Purchased
Joint Fire/Police Training Center			3,000,000	-	3,457,770	3,457,770	Phase I Complete
Ladder Truck Replacement for Station 1			1,000,000		858,209	858,209	Ladder Truck Obtained
Handheld Ticket Writers ($5,000 @ 46)			230,000		75,664	75,664	Software Based Ticket Writers
Public Safety AS/400 New Unit			100,000		127,476	127,476	Installation Complete
2nd Additional Eastside Station			1,325,000	3,918,173	1,235,427	5,153,600	Station under Construction
Engine for Eastside Station			450,000	929,039	5,555	934,594	Engine on Order
Additional Joint Fire/Police Training Center Needs			2,000,000	-	5,978,958	5,978,958	Training Center Completed
Rebuild Fire Stations lost in tornado				-	1,085,962	1,085,962	Stations rebuilt
Sub-Total One-Time Capital Costs			10,505,000	4,847,212	16,409,183	21,256,395	
TIF Expense Payments to Developer				51,850	4,633,175	4,685,025	
GRAND TOTAL ACTUAL EXPENDITURES				**13,795,082**	**94,570,508**	**108,365,590**	

*The cost of additional dispatchers and vehicles is included in the per person police officer cost.

Completed Capital Items

In Progress:

Fire Station #7



In Progress:

Fire Station #7



In Progress:

Fire Station #7



In Progress:

Fire Station #7



Substantially Complete:

Fire Station #7



Substantially Complete:

Fire Station #7



Substantially Complete:

Fire Station #7



QUESTIONS?

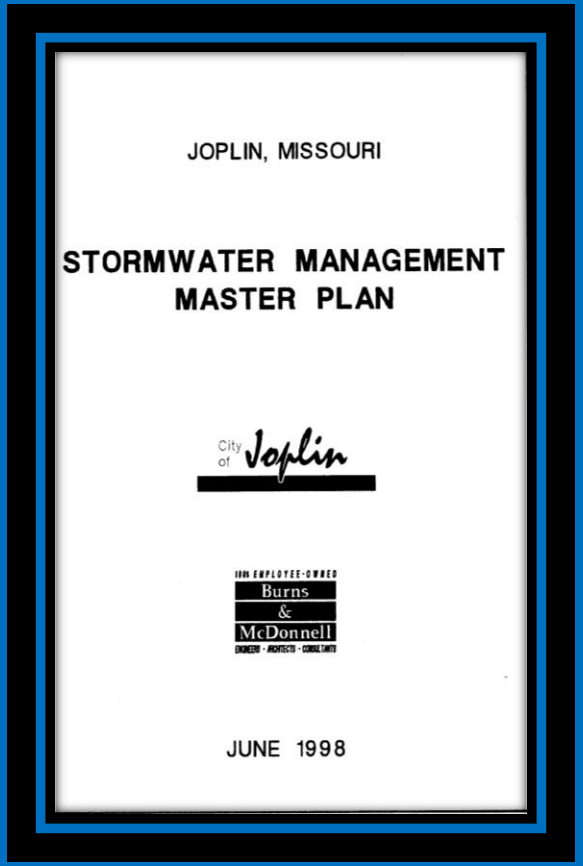


Sunnyvale Improvements

For the City of Joplin

COJ Team | December 18, 2023

History of Sunnyvale Improvements


JOPLIN, MISSOURI

STORMWATER MANAGEMENT MASTER PLAN

City of Joplin

100% EMPLOYEE-OWNED
Burns & McDonnell
ENGINEERS · ARCHITECTS · CONSULTANTS

JUNE 1998

- 1998: Stormwater Masterplan
- 2002-2012: Two Channel improvement Projects complete
- 2012-2022: Regional Detention Basin Project complete
- 2022-2032: Sunnyvale Drainage Improvements & I-44 Phase I Next Steps



RECOMMENDED STORMWATER PROJECTS

Sunnyvale Improvements
$3,003,500
& I-44 Phase I
$175,000

Total $3,178,500

Legend

- Proposed Storm Inlets
- Proposed Storm Sewer
- Floodplain (eff. 11/01/2020)
- 10ft Contours
- Streams
- Parcels
- Existing Storm Structures
- Existing Storm Lines
- Sanitary Sewer Manholes
- Sanitary Sewer



0 100 200 400 Feet

1 inch = 200 feet

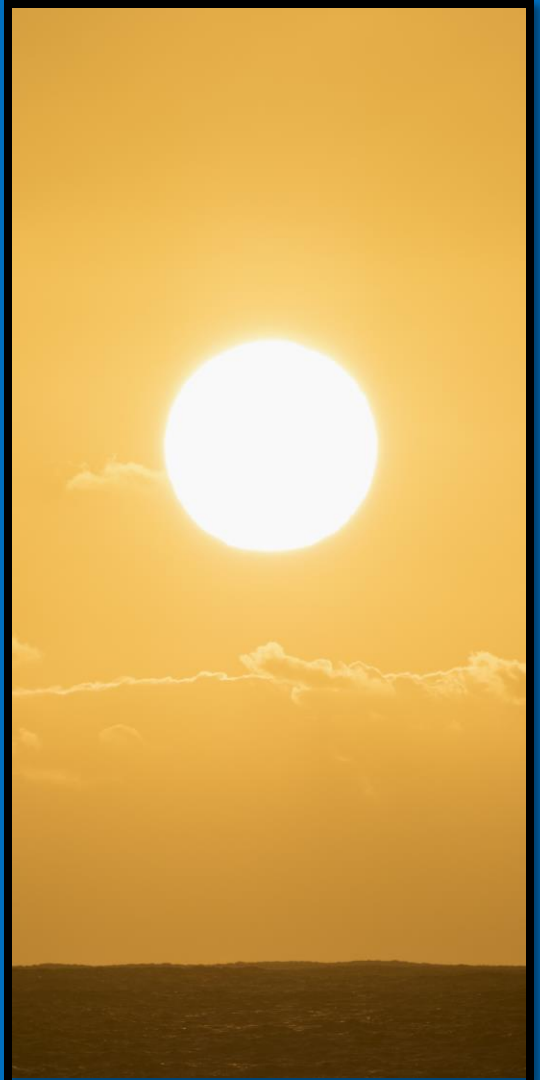
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Preliminary Engineering

- Survey
- Hydrology
- Hydraulics for pipe/ inlet sizing
- Preliminary layout

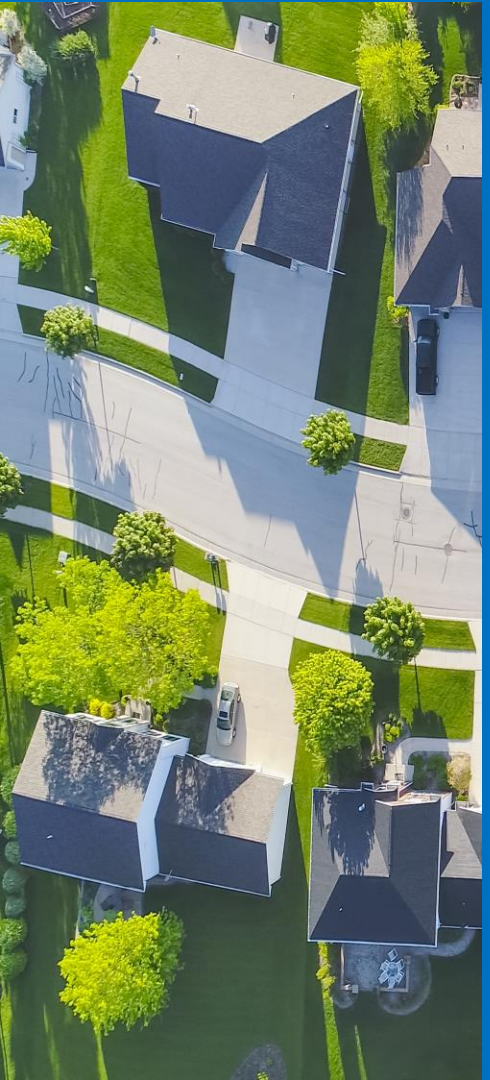


Sunnyvale Improvements



Design

- Final Pipe Sizing
- Inlet Locations
- Storage
- Hydraulic Model
- “NO RISE” Construction Plans



Scope of Improvements

- Capture stormwater runoff from the surface into a pipe system that will release into the stream
- Reduce street surface and nuisance flooding in the neighborhood
- No impact on 100-year flood plain
- This project does not address flooding at 36th & Brownell



Funding and Process

- This project is funded by Phase III Parks Stormwater Sales Tax (Collections for this sales tax started in June of 2022)
- With budget amendment, the Sunnyvale portion of the project can begin

PROJECT PROCESS:

- Request for qualifications and quality-based consultant selection
- Engineering consulting agreement approved by council
- Design will start after public meetings with the neighborhood
- Construction bidding
- Construction


I-44
Culvert
Phase I



RECOMMENDED STORMWATER PROJECTS

Sunnyvale Improvements
$3,003,500
& I-44 Phase I
$175,000

Total $3,178,500

Legend

- Proposed Storm Inlets
- Proposed Storm Sewer
- Floodplain (eff. 11/01/2020)
- 10ft Contours
- Streams
- Parcels
- Existing Storm Structures
- Existing Storm Lines
- Sanitary Sewer Manholes
- Sanitary Sewer



0 100 200 400 Feet

1 inch = 200 feet

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Scope of Project (Included in CIP)

I-44 Phase I

(Preliminary Engineering Only)

Includes:

- Conceptual size of a box culvert needed to pass the 100-year flood to address 36th & Brownell flooding
- Conceptual size of detention that is needed downstream to mitigate the flooding due to the passage of more stormwater under I-44
- Gantt chart showing timeline for the project which includes the required permits, approvals, and processes
- Current CIP Project Budget = $175,000

Future Phases & Grant Opportunities

- BRIC (FEMA) Grant: Project will include all engineering and permitting to ensure the I-44 Culvert project is ready for construction.
- City has already applied to SEMA
- SEMA has advanced the application to the next step in the process indicating the project is eligible as a possible state set-aside project rather than FEMA national competitive process.
- Application is due January 5, 2024; Approval process is approximately one year
- Estimated budget = $3,000,000; Grant is a 75% award

Future Phases & Grant Opportunities

- FMA (FEMA) Grant: Phase II includes construction
- The City plans to apply for this grant as a follow up to the BRIC Grant
- Estimated Budget $16 Million; Grant is a 75% Award

THANK YOU!



City Council Project Inquiries - 2023

Requestor	Item/Issue	Date Entered	Status	Completed	Department
Mr. Stinnett	Perkins Street ATVs	Tuesday, February 14, 2023	23/24 affidavits filed, signage installed; bollards to be placed	11/15/2023	ACM/Public Works/Police
Mr. Copple	EOY Video/Housing/CIP	Thursday, March 16, 2023	EOY and Housing Underway	10/23 two CIP videos completed EOY/Housing - 1/1/24	ACM/PIO
Mr. Lawson	Flouridation Questions	Wednesday, March 29, 2023	Discovery Response 6/29/23	7/18/23 updated CC data discovery	ACM/Public Works
Mr. Copple	Mini-shooters Alcohol Promo	Monday, April 10, 2023	Signage created sent to Distributors	8/18/2023	ACM
Mr. Copple	Tin Cup Neighbors Discussion/Private Property	Tuesday, April 11, 2023	4/24 met residents. 6/14 Public Mtg. held	6/14/2023, signage in designs	ACM/Public Works/Parks
Mr. Copple	20th/Indiana building concerns	Monday, April 24, 2023	Building is secure, broken windows replaced	4/25/2023	Planning
Ms. Williams	Landscaping F & Main and 6th & Gray	Wednesday, May 10, 2023	Planning reviewing codes 1st Qtr 2024	11/16/23 CM update to Ms. Williams	Planning
Council	FAA Lease	Saturday, May 13, 2023	8/31/23 Submitted final request to FAA	9/17/23 updated Council	CM/Public Works
Council	20th/Murphy Minor Stormwater System Improvements	Monday, May 15, 2023	11/13/23 Waiting for an estimate of the cost to repair curbs on 20th. Street	Grading design complete and initial work pending	Public Works
Mr. Copple	Garage Recovery Costs	Monday, May 15, 2023	Multiple inquiries - email sent 11/10 to council	11/10/2023 updated Council	ACM
Mr. Copple	City Limit Signs	Monday, May 15, 2023	11/29 sign inventory mapping completed, staff presenting options to council	Pending	Public Works
Council	410 S Wall Building	Tuesday, June 6, 2023	Ensure code compliance and building is secure	6/14/23 building is secured, held a pre-development meeting	Planning/Fire
Council	Schifferdecker Golf Paving RFP	Saturday, June 10, 2023	On track completion 12/1/23	Pending	Parks
Council	Murphy Gates Update	Wednesday, July 12, 2023	Add names and maintain. Checking with Civic Plus. IT assisting 11/23	11/13/23 unable to integrate with website; start database of entries, 2024 City Hall antenna install	Public Works
Mr. Copple	Mid-alley Lighting Mapping	Saturday, July 15, 2023	Mapping completed, not budgeted	10/23 presented, no CC directive	ACM/Public Works
Mr. DeTar	Downtown Trees	Friday, August 11, 2023	Contract awarded and install spring 2024; elec review and removals underway 10/23	Pending	ACM/Parks

Requestor	Item/Issue	Date Entered	Status	Completed	Department
Ms. Williams	26th Street mailbox	Monday, August 28, 2023	Stop work order issued 11/22	Pending removal, policy provided to developer	Planning
Mr. Copple	JHS Crossing Lights too dim	Tuesday, August 29, 2023	PW working with signal techs/company	Comparing to industry standards and other installs	Public Works
Mr. Lawson/ Mr. DeTar	Its OK Signage	Thursday, September 7, 2023	City installs began 11/27/23 and answering MODOT install Qs	11/27/2023	ACM/Public Works
Mr. Stinnett	Fencing	Tuesday, September 12, 2023	Adjucated	11/14/123	ACM/Planning
Mr. Stinnett	Storage containers	Tuesday, September 12, 2023	Permitted and authorized	9/26/2023	ACM/Planning
Mr. Stinnett	ROW Mowing 44th St	Tuesday, September 12, 2023	mowed	9/26/2023	ACM/Public Works
Mr. Stinnett	20th St Retention	Tuesday, September 12, 2023	Reviewed and scheduled spring 2024	Pending design fix	PublicWorks
Mr. Stinnett	105 Little Ct Storage	Tuesday, September 12, 2023	Container temp for costr/permitted	10/30/2023	
Council	Connecticut Roundabout improvements	Thursday, September 14, 2023	Reviewing as part of Connecticut wideing effort	Pending	ACM/Public Works
Council	32nd St/Wolf Drainage	Tuesday, September 26, 2023	Met on site, work being scheduled	Pending	Public Works
Mr. Stinnitt	Joe Becker Gates/Fencing//Pipes	Sunday, October 15, 2023	Budgeted 10/23, Parks received bids 12/9/23	Pending install	Parks
Council	Addressing Corrections	Sunday, October 15, 2023	Working with addressing agencies	Meeting with CM	Planning/Fire
Mr. DeTar	Banner Program Mapping	Monday, October 16, 2023	GIS mapping complete 11/22/23; costing discussion to review	Map updated; pending CC discussion	ACM/Public Works
Ms. Williams	Schifferdecker Ponds	Tuesday, October 17, 2023	Met with team and Ms. Williams to share maintenance and schedules. Will send letter to owners in December.	11/13/23 updated council. Scheduling work.	Public Works
Council	Memorial Hall Estimates	Monday, October 23, 2023	RFQ drafted 11/13, let Dec. 15	Waiting on PW review	ACM/Parks/Public Works
Council	East Town Sanitary	Tuesday, October 31, 2023	PW working with sanitary engineer	11/1/23 update from PW	Public Works
Dr. Farnham	Alabama Speed Humps	Monday, November 6, 2023	This location has been evaluated previously and did not meet the threshold. Police conducted intial monitoring.	11/20/23 re-review. Does not meet minimum install standards.	ACM/Public Works/Police
Council	MSSU Broadcast	Monday, November 6, 2023	Meeting scheduled 11/16	11/14/23 update from PIO	PIO
Mr. Copple	HR Incentive program fire, engineers, cdl, wastewater	Monday, November 6, 2023	Under review city manager/HR	Ongoing	CM/HR
Council	JIDA/Road-Property maint.	Friday, November 10, 2023	Planning reviewing Prigmore Special Roads role	11/23 Letters sent to jurisdictions.	Planning
Mr. Stinnett	CID Stormwater I-44/Sunnyvale	Monday, November 13, 2023	Finaliziong 12/18 presentation presentation	Dan update 12/18/23 CC, pending funding review and schedule	CM/Public Works
Mr. Copple	HRIS and Timeclock Plus	Monday, November 13, 2023	HRIS RFPs under review HR/CM	Target Fall 2024	HR/IT

Requestor	Item/Issue	Date Entered	Status	Completed	Department
Mr. Farnham	2003 E 35th Street settling	Monday, November 13, 2023	Schedule repair	11/14/23 SeeClickFix	Public Works
Ms. Williams	Development Operations Omnsbudman	Monday, November 13, 2023	Working with Planning on Proposal	Pending	ACM/Planning
Council	Justice Center space comparison	Tuesday, November 14, 2023	PW working with SFS	11/29 received SFS	CM/Public Works
Mr. Cortez	East Town JD Love Naming	Monday, November 20, 2023	2 blocks on McKee, between Central and 3rd St. In front of the Boys Club	11/20 process underway. 12/1 letters sent. CC target 2/24	Planning
Council	JRC Minutes	Tuesday, November 21, 2023	add to website	Received minutes and added 11/27	Planning
Council	Davis Blvd Pond	Monday, November 27, 2023	11/27 email request Drew	12/1 meeting held with developer. Pending USACE discussion.	Public Works/Planning
Mr. Copple	2600 Moffet	Monday, November 27, 2023	11/27 road cuts repair week 12/1	11/28 utility coord. discussion revisited	Public Works
Council	504 Block S. Brownel/speed humps	Monday, November 27, 2023	ACM called citizen. Police conducted intial monitoring.	Does not meet minimum minimum install standards	Public Works/Police
Mr. Stinnett	Gravel drive/parking policy	Monday, November 27, 2023	12/5 site visit review scheduled	12/5 visit resolved pending discussion with property owner	ACM/Planning
Mr. Copple	Utilities/Dangerous Buildings	Friday, December 1, 2023	Planning indicates its in code and enforceable	12/1/2023	Planning
Mr. Copple	TriState Water/Reservoir Update	Friday, December 1, 2023	Update Council	12/4/2023	Public Works
Dr. Farnham	Natural Gas Qs	Monday, December 4, 2023	Reviewing locations	Pending	ACM/Public Works
Mr. Shaw	Overgrowth/Flooding 11th St	Thursday, December 7, 2023	Private landowner dispute	12/7/2023	Public Works/Planning
Ms. Williams	Design Board Structure Qs	Wednesday, December 6, 2023	Reviewing	Pending	Planning

Council Constituent Complaint Tracker							
Date Received	**Received By**	**Citizen Name**	**Location/Contact Info.**	**Complaint/Concern**	**Required Department**	**Status**	**Final Contact or Resolution**
4/2/2022	CM Shaw		N/A	CM Shaw called asking information on behalf of a concerned citizen who wished to fundraise for seniors utilizing the meals on wheels program. Same day Whitney passed this information on to legal for research/review. - On 4/15 Jordan Paul called CM Shaw to answer his question regarding funraising/solicitation.	Legal	**Resolved**	4/15/2022
4/11/2022	CM Shaw	Judy Stiles	Her address (on Sadie Court)	CM Shaw was sent an email from Mrs. Stiles regarding a flooding concern on her property. - On 4/13 Pwwent onsite to review her concern and would provide feedback upon review. - 5/2 PW relayed that there are recommendations that could be offered to Ms. Stiles, however as this is a private property it would need to be coordinated between her and her neighbor.	PW	**Resolved**	5/16/2022
4/12/2022	CM Shaw	Robert Isaacs	2301 N. Lincoln	CM Shaw called to let Whitney know that Mr. Isaacs is concerned over the flooding of the ditch near his home. He believed the ditch itself is owned by the City and that PW is aware of the issue. Same day, Whitney passed on the concern to PW. - 4/19 PW informed Mr. Isaacs that this maintenance issue could be addressed by the addition of clay dirt stabalizers in eroded areas and offered to show him how this could be done.	PW	**Resolved**	4/19/2022
4/12/2022	Chuck Copple		N/A	CM Copple asked CM during 1-1 meeting about the trees to check their status. - CM checked in with Parks and PW and responded back to CM Copple same day with the report that the tree plantings were delayed due to nearby construction and that the nursery trees were alive and well and to be planted once the sidewalk repairs were completed	PW/Parks	**Resolved**	4/12/2022
4/19/2022	Chuck Copple		2020 Carolina Circle	CM Copple called requesting more information on property regulations regarding groupls of people living in them. - on 4/22 he was given information passed on from P&Z on single-family regulations vs. group home.	P&Z	**Resolved**	4/22/2022
4/21/2022	CM Shaw		N/A	CM Shaw with a question on the noise ordinance and when a citation could be issued on jake brakes. While there was no specific coverage under the ordinance, if loud enough the brakes would fall under it.	PD	**Resolved**	4/25/2022
4/21/2022	CM Shaw		N/A	CM Shaw called CM Shaw called and asked that we look into a piece of plywood that was placed over a pre-existing hole in the sidewalk that was meant for a tree. - on 6/10 PW sent a picture of the filled in hole in front of the facility.	PW	**Resolved**	6/10/2022
4/26/2022	Josh DeTar	N/A	N/A	CM DeTar called regarding a citizen's question on orangeburg pipe lines. After discussing with PW it was reported that while it does disintegrate over time, the lateral line replacement would be the responsibility of the homeowner or current resident. The City did not reimburse for these replacements.	PW	**Resolved**	4/27/2022
5/20/2022	CM Shaw	Steve Holt	Goetz/Newman area	He was hoping to get some No Parking signs at his apartments behind the gas station due ot student's parking inappropriately and congesting traffic for the apartments. - same day PW relayed that they were familiar with the parking concern and would inform Mr. Holt of his options and make contact. -Same day CM Shaw was informed that Mr. Holt and PW were working together.	PW	**Resolved**	5/20/2022
6/1/2022	Phil Stinnett		Murphy Blvd.	On behalf of a resident CM Stinnett reported a drainage issue at this area. Staff asked to wait until heavier rainfall to observe the drainage concern and work on recommendations to the property owner. As it is a private property, most repairs would need ot be done by the property owner. Update given on 6/13/22 - 1/23 PW provided an update that they were working with the propery owners to discuss the stormwater management and maintenance.	PW	**Pending**	
6/6/2022	CM Shaw	Jannette Weldon	32nd & Oliver	Ms. Weldon called regarding a mowing complaint in this area. Previously, City staff had mowed this corner as a courtesy over the past few years, however due to staffing shortages were no longer able to maintain that practice. Ms. Weldon was concerned, as she is elderly and unable to do it herself. Staff agreed to finish out the season but informed her that she would need to find someone during off-season to help her next year.	PW	**Resolved**	6/8/2022
6/10/2022	CM Stinnettt		34th & Main	CM Stinnett called to report a graffitted shelter and asked for it to be painted/cleaned up. - Whitney followed up with PW for status updates the following weeks. The shelter was on a list of areas to be cleaned. - On 6/27 Whitney received notice from PW that the shelter had been addressed.	PW	**Resolved**	6/27/2022
6/21/2022	CM Shaw	Denny & Nancy	3727 E. Castle Rock	CM Shaw received an email about an inoperable vehicle at this residence that has been sitting at the homeowners' driveway on blocks. There are also two large logs in his yard that are next to the street. Whitney passed the email on to PD same say. - CM Shaw was informed that the property owner complied following contact from a code enforcement officer and removed the vehicle and materials - In July the homeowner received new citations for another vehicle with expired plates on his lot, as well as more log piles. - 8/22 The property owner missed his second court date. - As of 10/13 the property owner was in full compliance and the case was dismissed.	PD/P&Z	**Resolved**	10/13/2022
6/21/2022	Chuck Copple		Mohaska Trail	CM Copple reported weeds along the north 20th side. - PW added this portion to a list of mowing sites to complete - on 7/6 it was reported by PW that it had been mowed.	PW	**Resolved**	7/7/2022
6/27/2022	Phil Stinnett	John Matters	2515 E. 25th Court	CM Stinnett emailed asking to meet onsite with PW staff regarding drainage issues. - Staff met onsite with a contractor to reshape the dtich in order to increase it's capacity and was completed in Summer 2022.	PW	**Resolved**	7/20/2022
6/27/2022	CM Stinnettt		34th & Alabama	CM Stinnett emailed with two concerns, one of which was a broken-up concrete strip along this area. - As of 9/19 PW had looked at the area over the months. They had made some pavement repairs and followed-up with Streets to ensure they were holding up. - 9/19 PW informed Whitney that pavement repairs still needed done, but that project was currently in the middle of their list. - PW continued to provide updates on when project was expected to be completed. - On 12/14 it was reported that the project was completed	PW	**Resolved**	12/14/2022
8/17/2022	CM Shaw	Anne Ruth & Paul	3418 Hackberry	Anne Ruth and Paul called CM Shaw regarding their broken trash bins. The issue was passed along to PW/Republic and the bins were replaced within the day.	PW	**Resolved**	8/17/2022
8/18/2022	CM Stinnettt		18th and Roosevelt	CM Stinnett - 9/28 PW relayed that they had met with ACM and CM Stinnett onsite to discuss mowing around the ditches and field perimeter. Staff planned to take pictures of the elevation prior to reshaping to improve the drainage. They planned to call their on-call contractor to create a berm.	PW	**Resolved**	
9/14/2022	Phil Stinnettt		Brownell St.	CM Stinnett called to report a semi trailer parked on this street at various times a day when it was a hinderance to traffic and did not adhere to an ordinance. Despite multiple attempts to catch this, PD could not make contact with the driver and eventaully reported that they would continue to check the area on occassion, as of 9/22/22.	PD	**Resolved**	9/19/2022

9/14/2022	Kate Spencer		2408 Willard Ave.	CM Spencer called with a question on this property. - 9/15 Staff responded that the building was declared dangerous by the building dept. The home had gone to the building board of appeals in 2021 . The homeowner lacked the final inspection and requested to stay in a room of the home until she finished working on it. As of right now, it is set for a possible demolition on Sept. 23rd pending outcome of inspection. - Status pending 12/9 building board meeting and final inspection status. - 1/26 Bryan Wicklund reported that the building inspector had not made any recent contact with the owner, who also did not show up at the last building board meeting in Dec. There has yet to be a final inspection and they will continue making attempts to contact the owner. - on 5/26 the Building Board of Appeals released this item from the agenda. WHile the final inspection still needed done, the building permit was closed.	P&Z	**Resolved**	5/30/2023
9/19/2022	Christina Williams		218 Wall Ave.	CM Williams inquired about the property status and was informed on 9/22/22 that it was posted as dangerous in Aug. and that the property owner was made aware of its condition. It is set to be on the Oct. agenda for the building board of appeals. - On 10/31 CM Williams reported that a contractor working on a home next to the property witnessed homeless individuals using the house. - 11/2 CM Williams was informed that the home is set to appear on the agenda on 12/9 and that PD had been informed of the issue of individuals in the alley and utilizing the house. - on 12/7 it was reported that the BB of appeals could not meet a quorum and was now set to meet at the end of January to order the home demolished. - 3/13 Property was ordered demolished and bids to be presented at the 3/20 Council for approval.	P&Z	**Resolved**	3/20/2023
10/26/2022	Chuck Copple	Kathy Martin	315 Pearl	CM Copple met with the property owner, Ms. Martin, to discuss her frustration over crime in the neighborhood and the possibility of alley lights. - Same day ACM requested streeglight eval through SeeClickFix. - ACM and PW informed Ms. Martin that the City did not install private mid-block streetlights per policy and that Liberty could and add it to her residential billing.	PW/PD	**Pending**	
11/3/2022	Chuck Copple		500 block of Moffet	CM Copple sent an email regarding 3 separate concerns, one of them being this item. - Same day P&Z responded that the three homes on this block were posted and declared dangerous in fall 2021. The propery owner submitted plasn to demo them and turn the area into townhouses, however no progress has been made and they are negotiating with the owner to determine if he will reapply the plans, as of 1/3/23 - 2/24 find finding hearing on the structures scheduled for the Building Board meeting. - 3/24 a demolition hearing for both 500 properties was posted. - April, 2023 property owner demolished both homes.	P&Z	**Resolved**	23-Apr
11/3/2022	Chuck Copple		6th & Empire	CM Copple sent an email regarding 3 separate concerns, one of them being this item. - He asked that crews remove the streetwork signage as work was no longer being done. - Whitney/CM Copple were informed a few days later the cones had been removed.	PW	**Resolved**	11/7/2022
11/3/2022	Chuck Copple		2600 Pearl	CM Copple sent an email regarding 3 separate issues, one of them being this item. - This building was permitted in 2020 and the permits have now expired. The building was posted as dangerous and placed on the BB of appeals for the Oct. agenda. The item was continued to the December agenda for a progress report and possible discussion of demolition. - Both parties involved with the property came to the April meeting and are still working on the sale of the property. - The three properties were continued to the BB of Appeals September meeting pending working with the owners.Building sup. stated of the 3 properties, one was ordered demolished and two were granted a stay and would be on the 9/22 agenda. - All three properties were continued to the December BBA.	P&Z	**Pending**	
12/9/2022	Gary Shaw	Maurice Clark	2701 Beale St.	Mr. Clark emailed CM Shaw regarding drainage at his property. Message was passed on to PW same day. He asked that staff look into using P&S tax funds. PW relayed that while that property is on the needs list, it does not meet the funding threshold required to prioritize it, as it is currently ranked minor needs. Message was also delivered to Mr. Clark	PW	**Resolved**	12/13/2022
1/9/2023	Gary Shaw		N/A	CM Shaw called with a concern over animal droppings near downtown apartments and lofts and requested that we consider signage warning of an ordinance violation near those areas.Same day Whitney called back to inform him after speaking with animal control, this ordinance cannot be enforced without proof of which animal is at large and signage is not typically placed for this violation.	Health	**Resolved**	1/9/2023
1/10/2023	Josh DeTar		His residence	CM DeTar inquired about a manhole behind his residence. He was checking to see if an alley that was called for when the neighborhood was platted. - 1/13 PW responded that the sewer maintenance contractor they worked with recommended focusing on exisiting lines in the neighborhood. There is upcoming sewer rehab work scheduled in this area and that based on the condition of the sewlines after an assessment that they could address this. Condition reports would be available in the summer. Nick relayed this information back to CM DeTar same day. -Whitney to check back in early Fall. - 9/21 Whitney followed up with PW. - 10/5 Dan Johnson reported that the rehabilitation contractor inspected the line. No homes were shown connected to the line. A waiting period is to be enacted to ensure no lines were missed. After this, PW would work with surrounding homeowners to schedule plugging and removing the holes.	PW	Pending	
1/23/2023	Gary Shaw		7th & Illinois	CM Shaw called with a concern over a pothole at this intersection. Same day the message was passed to PW. Asphalt plants are not set to open until the Spring and would be filled in with hot-mix until asphalt could be obtained. - On 4/11 PW advised they were working to get a schedule from the asphalt contractors, who needed to address utility cut areas before addressing potholes. - Similar to other asphalt/rough intersections this has been pending due to contractor schedule conflicts.	PW	Pending	
2/16/2023	CM Copple		Perkins & Maiden	CM Coppled emailed regarding large potholes forming at this intersection. - PW responded that the intersection consisted of rough pavement, not potholes and that the street crew was going to work on the intersection once asphalt plants opened in the Spring. - 3/20 it was predicted that asphalt plants would open by the end of the month. Info. relayed to CM Copple. - 4/11 Plants opened and PW began working with contractor to schedule repairs. - 5/17 PW relayed the contractor was still working on the schedule. - 7/31 Follow-up with PW. ACM brought up to speed and looped in. - 8/4 follow-up.	PW	Pending	
3/10/2023	Josh DeTar	Maridian Kassab	4th & Range Line	Maridan Kassab emailed CM DeTar regarding an alley behind this property. She claimed the weight of garbage trucks and other heavy vehicles had destroyed the surface so that even the water main beneath was damaged.She asked that staff look at the alley and consider replacing/repairing it. After checking with PW, CM relayed to Mr. DeTar that it is not an alley she's referring to, but a loading area of a parcel that is private property. Dan J. offered to meet with Mrs. Kassab to identify the best way to fix it, but was otherwise limited since it was a private property issue.	PW	Resolved	3/14/2023

3/13/2023	Chuck Copple		N. Goetz Apartments	CM Copple passed on a concern regarding citizen complaints from this area and access issues near the apartments. Chief Rowland responded the next day stating multiple enforcement. Chief personally drove by the area as well and did not witness any violations and described what past issues in that area were regarding parking. PWC had since made the area in question a no parking zone, which seemed to resolve previous concerns. PD continued not seeing any issues in the area and asked the resident to notify them during high traffic areas to potentially see what is going wrong.	PD	Resolved	3/14/2023
4/4/2023	Chuck Copple/Christina Williams		Rapha House	CM Copple and CM Williams spoke to Nick on 4/4/ regarding planting some trees behind Rapha or near the residential side of 20th and Murphy to help absorb water and assist stormwater issues. CM asked staff to look into this idea.	P&Z/PW	Pending	
4/11/2023	Chuck Copple	Charlie Penner	Tin Cup Trail concerns	CM Copple called and asked a few questions on behalf of this citizen regarding signage on the trail and trail security, as his property shared a line with the trial.	Parks/PW/PD	Pending	
4/18/2023	Chuck Copple		Landreth & Broadway	CM Copple let CM know that a resident complained of trash and vandalism. - Same day Paul responded that this area had been cleaned out two weeks previously and maintenance crews had moved on to clean other project areas. - CM office followed up with Parks on 5/22 and it was determined the area was still clear and not in need of more clean up.	PW/Parks	Resolved	5/22/2020
4/18/2023	Chuck Copple		Cunningham basketball courts	CM Copple relayed that sometimes when teens congregated at the basketball court that they would get into fights. Nick asked that the park rangers flex their schedules to be able to check the courts at the usual time of play. Nearby residents complained the noise/possible fights were almost every evening around 8:00 or 9:00. - Same day PD and Parks were looped into the conversation and were told park rangers have visited the courts during high activity times and have never witnessed fighting, but are aware the fights occur and know several teens are involved. They will continue to periodically check the area.	Parks/PD	Resolved	4/18/2023
4/19/2023	Gary Shaw		Logan Drive	CM Shaw called to relay citizen concerns near this area regarding the condition of Logan Drive. Same day Whitney checked in with PW and was told that this area is on the list to be evaluated next year for potential re-sealing per the City schedule. One zone of seven is completed each year with the PASER system. WIth the system in place, some residential areas can go multiple cycles without being micosurfaced and overlaid.	PW	Resolved	4/19/2023
4/24/2023	Chuck Copple		Charles Burt Building	CM Copple reported that windows were out of this building and that it may be being used by the homeless. Same day Troy reported that Mr. Burt had replacement windows ordered but they are backordered, and the specific windows would match the remaining windows to be consistent. He also mentioned that the family was in disagreement over the building and once resolved they would finish the interior and relocate the business back to the building. Additionally, from security footage, it was high school students that had broken the windows. - 5/10 Troy reported that the project was now on the building board of appeals and possible demo hearing on May 26. On April 24 staff had met with Mr. Burt who reported that the windows would be plased soon and that they would be submitting new plans for a permit. -7/25 Update was provided that the building was on the BB of Appeals for a hearing and that the windows ordered had been backordered. - 9/8 building was set for a demolition hearing. - Item continued to the December BBA	P&Z	Pending	
5/18/2023	Gary Shaw		3rd St./Northpark Lane	CM Shaw called over concern that an area on 3rd near Northpark Lane seemed to be sinking in and had previously been filled in with a substance. - On 5/19 PW reported that the street was filled with hot mix and has been evaluated and is still holding. There are a few areas in which piping underneath the road will need replaced and it is being decided if this road will be replaced or repaired. - 7/18 Whitney followed-up with PW. PW was still reviewing issue. - Another follow-up done on 9/18, pending.	PW	Pending	
5/22/2023	Phil Stinnett		24th St.	CM Stinnett relayed to Nick that a streetlight was out in the area. ACM Tony Robyn passed it on to PW and Liberty for notification.	PW	Resolved	5/25/2023
6/15/2023	Chuck Copple		4th & Geneva	CM Copple emailed a map of the area regarding 4th and Geneva asking if the City could repaint the lines at the intersection.Per PW the intersection are owned by the adjacent businesses and they would need to be the ones to repaint them. - ACM Tony Robyn will reach out to the CID and will provide an update.	PW	Pending	
6/22/2023	Gary Shaw	Jim Davis	3305 Indiana	Mr. Davis called CM Shaw to discuss a concern over a drainage ditch. He would like to both know it can be mowed and concreted. - 6/23 PW responded that the ditch could be mowed, however the existing short weeds contributed to the drainage and function of the ditch. Additionially, with the large mower down, crews were mowing with a weed-eater and thus taking longer to get to certain areas. The ditch did not quality for concrete as it was already partially stone and in good condition. This message was relayed to CM Shaw same day. Both Lynden Lawson and Whitney tried to call Mr. Davis but he never answered or returned the calls.	PW	Resolved	6/24/2023
7/6/2023	Chuck Copple		202 N. Amber Brush Lane	CM Coppled reported a tree that probably needed taken out and was in disrepair. The owner has been sent a notice to remove the tree. This will be their second notice. - Notices sent to the property owner on 9/29/22 and 7/12/23. He had previously removed lower limbs to come into code compliance and has now been required to remove the dead tree in its entirety. - Tree was removed on 8/18 and CM Copple notified.	P&Z	Resolved	9/15/2023
7/11/2023	Chuck Copple		5th St.	Some business owners contacted CM Copple with a concern that a food truck was not permitted properly and is drawing revenue away from their businesses. Same day, Ryan Talken explained the different types of permits a food truck could have and asked the name of the truck in question so that they could see what time of permit they had. This information was relayed to CM Copple who then noted the food truck was Floyd's - HD provided language on food trucks and permitting that was relayed to CM Copple. - 7/18 zoning classification relayed that the Floyd's truck was not in violation of any codes at the time of the complaint.	Health/PW/Fire/PD	Resolved	7/18/2023
7/11/2023	Phil Stinnett		34th & Hawthorn	CM met with CM Stinnett who discussed the ditch, CM asked Whitney to pass it on to PW. -7/12 PW reported that it was on the list of areas being addressed. Without the large mower, which is currently broke down, the high weed/grass areas are being done by hand and with smaller equitpment, which is taking longer to get to.	PW	Resolved	7/20/2023

7/12/2023	CM Stinnettt		2311 E. 10th	On 7/12 CM Stinnett called regarding junk on this property. Citations were issued the following week and Whitney/CM Stinnett were notified on 8/14 that the property had come into compliance.	P&Z	Resolved	8/14/2023
7/17/2023	Gary Shaw		4th	CM Shaw called to report a utility cut was badly repaired and felt like going over rough traintracks. He also reported a down limb in the same area. -PW Discussed on the phone that the tree limb had been removed and that the rough patch has been addressed by the contractor, who inspected the area.	PW	Resolved	8/1/2023
7/25/2023	CM Shaw	Steve Harrell & Rachel Lynch	315 N. Jackson	Mr. Harrell and Ms. Lynch met with CM shaw to discuss their frustrations over being cited for their chickens on their property, having had them for years, after their new neighbor was in violation for goats/chickens. While the new neighbor was in violation, these property owners maintained they were not and asked for additional information. - Same day Whitney reached out to health with the story and same day Ryan emailed back with details on the case. He scheduled a time to inspect their property. Whitney called Ms. Lynch with the information. - 7/27 Health inspected the property and noted that while they weren't permitted, that they did meet the requirements to have their chickens and would be issued a permit. CM Shaw was notified same day.	Health	Resolved	8/2/2023
8/4/2023	CM Shaw	Ron Darby	Sunset Ridge	CM Shaw called on 8/4 to relay Mr. Darby's street concerns regarding drainage and conditions. - Same day Whitney sent an email to PW. - 8/9 PW explained the rotational schedule regarding streetwork and paving and noted that this area fell in the 2025 rotation due to budgeting and other prioritized repairs. Same day this information was relayed to CM Shaw, who then called Ron Darby.	PW	Resolved	8/9/2023
8/7/2023	Mayor Lawson		217 N. Harlem Ave.	Mayor discussed property condition to CM. - Property condition was reported to Code following day. - 8/19 Mayor was notified that the property had been sent notices the week prior to the complaint and was due for reinspection on the 23rd to review 5 violations. - 9/8 Troy updated that he had been working with the complaintant to discuss why the brick storage was allowed by code and a possible fence solution between the porperties. - 12/11 Code still working with property owners to come into compliance.	P&Z	Pending	
8/16/2023	CM Shaw		4th & Brownell	CM Shaw emailed noting a rough patch near where utility work was being done. There appeared not to have been work done in several days. - Item was addressed by PW and CM Shaw notified.	PW	Resolved	8/24/2023
8/16/2023	CM Shaw		7th & Vermont	Cm Shaw emailed about 2 items on this day, the second item being large, deep holes on Vermont near the Walmart drive. - Item was filled in with hot mix within the week. CM Shaw notified.	PW	Resolved	8/24/2023
8/27/2023	CM Williams		Mailbox on 222 W 26th	On 8/27 CM Williams emailed CM regarding a mailbox built on top of public sidewalk, impeding sidewalk traffic and numerous incidents that had occurred due to the mailbox. - 8/28 PW and P&Z inspected mailbox and issued a stop order. - 9/12 CM Williams was notified that the mailbox had been removed.	PW & P&Z	Resolved	9/12/2023
8/31/2023	CM Copple		2505 W. 26th	Cm Copple emailed regarding citizen complaints against this property. He drove by and noted structure damage to the structure's west side and two vehicles without tags on the property. - 9/8 Building inspector met with property owners to discuss repairs, none of which would require permitting,and stated they hoped to start addressing these issues. - 9/19 Code observed the vehicles and noted that only inoperable cars in streets are subject to code violations, but that vehicles parked on private property, even with flat tires, are not technically in any violation. - Home to be reinspected once the new property maintenance code is passed on 1/1/24. Building sup. expects	P&Z	Pending	9/19/2023 (for vehicular issue)
9/6/2023	CM Shaw	Steve Gilleland	2709 E. 11th	CM Shaw called on behalf of Mr. Gilleland to report a ditch subject to a utility easement behind the properties on the 2700 E. 11th block. Some neighbors were not maintaining their portion of the ditch and had let it overgrow and attract mosquitos and snakes. - Complaint was passed on to P&Z. A case was opened in SeeClickFix prior to his complaint and inspected. Whitney called Mr. Gilleland to touch base and inform him of the complaint and next steps. - Property owners mowed and trimmed vegetation in easement. Mow requests were sent to City contractors for remaining portions of easement. - All properties mowed on 10/17 and cased closed after final inspection following week.	P&Z	Resolved	10/23/2023
9/8/2023	CM Copple		612 Empire	CM Copple emailed regarding overgrown grass on this property. It was submitted by an officer to the mowing list.	P&Z	Pending	
8/25/2023	CM Copple		7th & Porter (Bacon Me Crazy)	CM Coppled emailed regarding an overgrown alley and ditch. Item was prioritized for inspection same day. - 9/18 ACM and Troy visisted site to determine property lines and owner responsibility. Hiland, mowing another portion of the ditch that the property owner was not responsible for, was also notified. - 9/25 update was provided to CM Copple that staff was working with both property owner and Hiland and that it would be addressed within the week, with a reinspection scheduled for next week.		Pending	
9/18/2023	CM Copple		403 W. 19th	CM Copple emailed that a resident in this neighborhood complained that the water has been shut off at this residence for quite some time and that the property owners had been using buckets for restroom needs and that it was beginning to smell. - Whitney passed the complaint to Troy same day. - Property already had an open complaint in SCF on open storage of furniture/junk. - 10/2 Whitney respnded back to CM Copple that letters had been sent to the property owners regarding the violations, including lack of sanitary facilities. - 10/30 code enforcement officer updated SCF to reflect that the open storage of furniture/junk had been corrected following an inspection on 10/25 - Letters were sent to the propery owners citing the home as uninhabitable due to lack of sanitary facilities.	P&Z	Pending	
9/30/2023	CM Copple		1501 E. 6th	CM Copple emailed Whitney that the siding and porch of the structure looked questionable. Complaint was sent to the building dept. - The property had been sent a letter declaring the structure as dangerous. Upon re-inspection later in the month, the porch and other dangerous portions had been removed and the building no longer declared dangerous without those structures.		Resolved	10/30/2023

10/9/2023	CM Stinnett		27th & McCoy	CM Stinnett let CM know that grass was growing over the curb. - 10/10 Dan Johnson let CM know this was most likely a detention pond surving the bungalows for Kevin Parker's senior living facility and that a joint maintenance agreement existed. He stated Kevin Parker, Aldi and ESC would need to be notified. - 10/17 CM followed up with Troy and Dan. - 10/27 Whitney followed up on CM's behalf. Troy stated he would check if this had been resolved and if not, the rain would cause a delay as it needed to dry out before it could be mowed. - 12/07 Troy asked for update on reinspection of drainage ditch from team.	p&z/pw	Pending	
10/11/2023	CM Copple		1826 S. Pearl	CM Copple stated this building needed to be posted as dangerous and asked if this process had been started. - 10/24 Troy responded that the process had started and the building had been posted on 9/26. On Dec. 8 it was set to be on the BBA agenda.	P&Z	Pending	
10/16/2023	CM Stinnett		1025 Little Court	CM stated via email that CM Stinnett had brought up this property during a coffee meeting. On 10/16 CM noted that the contracter and property owner had both been met by staff. The owner indicated he was still working on construction and planned to attatch the garage to the residence. He also indicated the storage container on his property would be removed when the project was copmleted but it was being used for his equipment. This sort of storage is permitted. If the propject remains unfinished after a year (4/11/24) a new permit would need to be applied for.	P&Z	Pending	
10/19/2023	CM Shaw		3rd St./Northpark Lane	CM Shaw reported overgrown grass at this intersection. - 11/16 Mow request sent to PW -11/19 on SCF the item was marked as completed. - 11/29 CM Shaw called to report a separate concern and was told of the completion	PW	Resolved	11/19/2023
10/27/2023	CM Shaw		Chili's Fence	On 10/27 CM Shaw called to report the fence on behalf of a young woman whose property was effected by the fence being knocked over. She reported that an inebriated person knocked over the fence and that when she confronted Chili's management that they told her it was a corporate issue, not their's. She also reported on 11//2 that items from her front porch were stolen as a result of the fence. - Troy reported that Chili's management has been contacted about the fence and that they are required to fix it, and that this is not the first time the fence has come down. Chili's has 30 days from notification to address the issue before the citation process begins.	P&Z	Resolved	11/17/2023
11/7/2023	CM Shaw	Tyler Winters	4502 James Drive	Mr. Winters emailed CM Shaw regarding concerns over the new build/construction in his neighborhood due to a floodplane/drainage area. Same day/ email was forwarded to PW/P&Z and CM Shaw notified that contact was made. - Troy made contact with Mr. Winters prior to outreach to CM Shaw regarding how the permit for the build would be pulled due to a stormwater easement located on the property. - 10/9 Dan reported meeting with Mr. Winters to tell him when the project proceeded, engineered plans would be required to show that water blockage on James Drive would not be an issue.	P&Z/PW	Resolved	11/10/2023
11/27/2023	CM Stinnett		2600 E. 11th	Mr. Stinnett reported to ACM and CM that a resident was unhappy regarding a notice received for their gravel driveway, which they believed to be grandfathered in. Per CM's request, ACM and CM Stinnett met onsite with the resident. CM Stinnett to meet with resident again and determine if plans were sufficient for the driveway.	P&Z	Pending	
11/27/2023	CM Copple		2600 Moffet	CM Copple emailed to report that a subcontractor on a project in this area left the street in poor condition. -11/29 PW reported that the subcontractor is set to add cold patch repairs the following week.	PW	Pending	
12/5/2023	Gary Shaw	Judy Stiles	Zora Update	Ms. Stiles contacted CM Shaw regarding an update on this timeline. Whitney working with PW on getting an update to her.	PW	Pending	

JOPLIN CITY COUNCIL
DECEMBER 4, 2023
MEETING MINUTES

CALL TO ORDER

The December 4, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Doug Lawson.

ROLL CALL

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

PRESENTATIONS

Boards and Commissions Recognition

Mayor Lawson recognized the Commission members with a plaque, box of chocolate, and a key pin.

Proclamation Recognizing the Retirement of Kristi Seibert

Mayor Lawson read the proclamation.

Justice Center Update

Nick Edwards, City Manager and Kwame Smith from SFS Architecture presented. Leslie Haase, Finance Director presented the proposed financial options.

Motion by Mr. Cortez, second by Mr. DeTar to go with Option E for Real Property only. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0.

Discussion of 2024 Capital Improvement Sales Tax Renewal Projects

Mary Price spoke on this item. Nick Edwards, City Manager and Dan Johnson, Director of Public Works presented.

10-minute break taken at 8:06 PM

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

LETTERS TO SANTA

Children are invited to write a letter to Santa and drop it in Santa's Mailbox at the Joplin Parks and Recreation offices, Academy Sports & Outdoors, or at the Joplin History & Mineral Museum.

Santa's Mailboxes will be at these locations until December 8th. Letters must legibly include the child's first and last name, a return mailing address, and a few details about the child (school if attending, brothers or sisters, pets, friends, and a wish list).
The letters will be delivered to the North Pole and Santa will write back to each child who sends him a letter.

HOLIDAY TREE TRAIL

The Holiday Tree Trail is a series of decorated trees that area businesses and organizations placed along a portion of the trail at Mercy Park. Trees will be lit from now until December 31, and guests can view the trees during park hours – but they are amazing at night.

A tree decorating contest, sponsored by Texas Roadhouse, will take place through December 20. Guests may walk the trail and vote for their favorite decorated tree. Contest winners will receive a trophy and catering package from Texas Roadhouse.

CITY HALL HOLIDAY WINDOWS

The holiday spirit of the former Newman's Department Store is kept alive with the lighting of the annual holiday windows. Keeping the legacy of City Hall the stained glass-like window captures the holiday spirit. The holiday images will be lit nightly until January 2nd. This year's edition, Holiday Home, depicts the Picher and Post family home during the season.

JOPLIN CHRISTMAS PARADE

"Rockin Around The Christmas Tree"
Brought to you by Freeman Health System.
Starting at 6:00 pm
The parade runs up Main Street from 15th Street to 2nd Street.
The Grandstand and Judges Table are located at 8th and Main Street.
Freeman Health System is proud to continue our ongoing support and sponsorship of the Annual Joplin Christmas Parade.
Main Street will be closed starting at 3:00, but the crossroads of 2nd, 4th, 7th, and 15th will be open.

CITIZEN REQUESTS AND PETITIONS

Mary Price spoke on Capital Improvement Projects & Fiscal Accountability

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-291
Mayor Lawson opened the Public Hearing.

Wayne Stevenson spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-291
Mr. Shaw introduced Council Bill No. 2023-291 AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) property as described below and located at the NE Corner of Rob O'Brian Way and E 26th St. Motion by Mr. Shaw, second by Dr. Farnham that Council Bill No. 2023-291 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. The Bill was read as Council Bill No. 2023-291.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-293
Mayor Lawson opened the Public Hearing.

Alex Winkleman spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-293
Mr. Stinnett introduced Council Bill No. 2023-293 AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) property as described below and located approximately 190 ft. west from the intersection of 16th Street and Picher Ave. Motion by Mr. Stinnett, second by Ms. Williams that Council Bill No. 2023-293 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. The Bill was read as Council Bill No. 2023-293.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-294
Mayor Lawson opened the Public Hearing.

Jim Hardy spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-294

Mr. DeTar introduced Council Bill No. 2023-294 AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District C-2 (Central business) property as described below and located at 216 E 12th St. Motion by Mr. DeTar, second by Ms. Williams that Council Bill No. 2023-294 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. The Bill was read as Council Bill No. 2023-294.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-295

Mayor Lawson opened the Public Hearing.

Wayne Stevenson spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-295

Mr. Cortez introduced Council Bill No. 2023-295 AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District M-2 (Heavy Industrial) property as described below and located at the NE Corner of Rob O'Brian Way and E 26th St. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-295 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. The Bill was read as Council Bill No. 2023-295.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-296

Mayor Lawson opened the Public Hearing.

Zach Black spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-296

Mr. DeTar introduced Council Bill No. 2023-296 AN ORDINANCE providing to vacate a 10′ utility easement, lying on property described as the SW Corner of S Montana Pl and E 24th St., City of Joplin, Jasper County, Missouri. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2023-296 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. The Bill was read as Council Bill No. 2023-296.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-292
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-292
Mr. Copple introduced Council Bill No. 2023-292 AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Multi-Family Residential) and including in District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) property as described below and located at 524 W 5th St. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2023-292 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. The Bill was read as Council Bill No. 2023-292.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-297
Mayor Lawson opened the Public Hearing.

Jeff Neil spoke in favor of this item.

Frank Thompson spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-297
Troy Bolander introduced Council Bill No. 2023-297 AN ORDINANCE approving the Redevelopment Plans for property known as the Olivia Apartment Building located at 320 South Moffet Avenue; by Bykota REI, LLC in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to property located at 320 South Moffet Avenue, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2024 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2034 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney; and containing an emergency clause. No vote was taken at this time. This item will be considered under Ordinances-Emergency.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-298

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

Brian Evans and Frank Thompson spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-298

Troy Bolander introduced Council Bill No. 2023-298 AN ORDINANCE approving the Redevelopment Plans for property known as the Pennington Drug Company Building located at 512-518 South Virginia Avenue; 200 Block Commons, LLC in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to property located at 512-518 South Virginia Avenue, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2024 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2034 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney; and containing an emergency clause. No vote was taken at this time. This item will be considered under Ordinances-Emergency.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-300

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

Brian Evans and Frank Thompson spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-300

Troy Bolander introduced Council Bill No. 2023-300 AN ORDINANCE approving the Redevelopment Plans for property known as the A.C. Webb Automotive Building located at 202-204 South Joplin Avenue; 200 Block Commons, LLC in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to property located at 202-204 South Joplin Avenue, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2024 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2034 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney; and containing an emergency clause. No vote was taken at this time. This item will be considered under Ordinances-Emergency.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-301
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

Brian Evans and Frank Thompson spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-301
Troy Bolander introduced Council Bill No. 2023-301 AN ORDINANCE approving the Redevelopment Plans for property known as the Jesse Star House located at 310 South Moffet Avenue; Bykota REI, LLC in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to property located at 310 South Moffet Avenue, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2024 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2034 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney; and containing an emergency clause. No vote was taken at this time. This item will be considered under Ordinances-Emergency.

PUBLIC HEARING FOR 615-617 S. MAIN STREET
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Review Redevelopment Plan and receive public comments concerning the proposed abatement of ad valorem taxes on improvements made to real property located at 615-617 S. Main St. Public Hearing only. No action taken.

PUBLIC HEARING FOR 401-411 S. VIRGINIA AVE
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Review Redevelopment Plan and receive public comments concerning the proposed abatement of ad valorem taxes on improvements made to real property located at 401-411 S. Virginia Ave. Public Hearing only. No action taken.

PUBLIC HEARING FOR 506-508 S. VIRGINIA AVE
Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Review Redevelopment Plan and receive public comments concerning the proposed abatement of ad valorem taxes on improvements made to real property located at 506-508 S. Virginia Ave. Public Hearing only. No action taken.

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

Minutes of the November 20, 2023, Special City Council Meeting

Minutes of the November 20, 2023, City Council Meeting

COUNCIL BILL NO. 2023-458 - AN ORDINANCE amending Chapter 62, Health and Sanitation, by enacting a new Article XI, Lodging Establishments. The Council Bill was declared adopted and entitled **Ordinance No. 2023-191**.

COUNCIL BILL NO. 2023-532 - AN ORDINANCE repealing Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. The Council Bill was declared adopted and entitled **Ordinance No. 2023-192**.

COUNCIL BILL NO. 2023-533 - AN ORDINANCE repealing Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalk and Other Public Places, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. The Council Bill was declared adopted and entitled **Ordinance No. 2023-193**.

COUNCIL BILL NO. 2023-535 - AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective. The Council Bill was declared adopted and entitled **Ordinance No. 2023-194.**

COUNCIL BILL NO. 2023-537 - AN ORDINANCE repealing Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 of the City of Joplin and enacting in lieu thereof a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. The Council Bill was declared adopted and entitled **Ordinance No. 2023-195**.

COUNCIL BILL NO. 2023-538 - AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. The Council Bill was declared adopted and entitled **Ordinance No. 2023-196.**

COUNCIL BILL NO. 2023-539 - AN ORDINANCE repealing Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. The Council Bill was declared adopted and entitled **Ordinance No. 2023-197.**

RESOLUTIONS

RESOLUTION NO. 2023-018

Mr. DeTar introduced Resolution No. 2023-018 A RESOLUTION establishing a Capital Improvements Sales Tax Citizens Committee to assist with the April 2, 2024, election relating to the renewal of the 3/8% capital improvement sales tax. Motion by Mr. DeTar, second by Mr. Copple that Resolution No. 2023-018 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Stinnett, and Williams, 7. Nays: Farnham, 1.

RESOLUTION NO. 2023-021

Mr. DeTar introduced Resolution No. 2023-021 A RESOLUTION establishing a "Legislative Affairs Committee." Motion by Mr. DeTar, second by Mr. Copple that Resolution No. 2023-021 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-297

Mr. Cortez introduced Council Bill No. 2023-297 - AN ORDINANCE approving the Redevelopment Plans for property known as the Olivia Apartment Building located at 320 South Moffet Avenue; by Bykota REI, LLC in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to property located at 320 South Moffet Avenue, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2024 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2034 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2023-297 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, and Stinnett, 6. Nays: Farnham, 1. Abstained: Williams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-198**.

COUNCIL BILL NO. 2023-298

Mr. DeTar introduced Council Bill No. 2023-298 - AN ORDINANCE approving the Redevelopment Plans for property known as the Pennington Drug Company Building located at 512-518 South Virginia Avenue; 200 Block Commons, LLC in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to property located at 512-518 South Virginia Avenue, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2024 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2034 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2023-298 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, and Stinnett, 6. Nays: Farnham, 1. Abstained: Williams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-199**.

COUNCIL BILL NO. 2023-300

Mr. Copple introduced Council Bill No. 2023-300 - AN ORDINANCE approving the Redevelopment Plans for property known as the Jesse Star House located at 310 South Moffet Avenue; Bykota REI, LLC in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to property located at 310 South Moffet Avenue, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2024 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2034 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2023-300 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, and Stinnett, 6. Nays: Farnham, 1. Abstained: Williams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-200**.

COUNCIL BILL NO. 2023-301

Mr. Copple introduced Council Bill No. 2023-301 - AN ORDINANCE approving a Contract by and between the City of Joplin and Berkley to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2023-301 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, and Stinnett, 6. Nays: Farnham, 1. Abstained: Williams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-201.**

COUNCIL BILL NO. 2023-376

Dr. Farnham introduced Council Bill No. 2023-376 - AN ORDINANCE approving the contract by and between the City of Joplin and Freeman's Landworx LLC. for the demolition of the structure(s) and clearing of a lot located at 1105 S Indiana Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred Sixty dollars ($4,560.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Dr. Farnham, second by Mr. Cortez that Council Bill No. 2023-376 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-202**.

COUNCIL BILL NO. 2023-529

Mr. Cortez introduced Council Bill No. 2023-529 - AN ORDINANCE approving an Agreement by and between the City of Joplin and Missouri-American Water Company to terminate water service and discontinue the supply of water from its system to any premises which sewer bills are unpaid; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Copple that Council Bill No. 2023-529 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Stinnett, and Williams, 7. Nays: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-203**.

Frank Thompson spoke on this item.

COUNCIL BILL NO. 2023-541

Mr. Shaw introduced Council Bill No. 2023-541 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause. Motion by Mr. Shaw, second by Mr. DeTar that Council Bill No. 2023-541 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-204**.

ORDINANCES – FIRST READING
SECOND AND THIRD READING

COUNCIL BILL NO. 2020-534

Mr. Cortez introduced Council Bill No. 2023-534 - AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Cortez, second by Mr. Shaw to pass Council Bill No. 2020-534 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, and Williams 7. Nays: Stinnett, 1 The Council Bill was declared adopted and entitled **Ordinance No. 2023-205**.

COUNCIL BILL NO. 2020-536

Mr. DeTar introduced Council Bill No. 2023-536 - AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 186-123, Fee Schedule, of Article IV, Memorial Hall/Amphitheater, and Section 86-152, Admission Fee, of Article V, Swimming Pools, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 186-123, Fee Schedule, of Article IV, Memorial Hall/Amphitheater, and Section 86-152, Admission Fee, of Article V, Swimming Pools, and Section 86-251, Fees, of Article VII, Dog Parks, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Dr. Farnham to pass Council Bill No. 2020-536 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, and Williams 7. Nays: Stinnett, 1 The Council Bill was declared adopted and entitled **Ordinance No. 2023-206**.

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Stinnett expressed concern regarding the use of Emergency Ordinances.

Mr. Stinnett expressed concern regarding using grants but finding ways to complete projects without moving them around to accommodate the usage of grant funds.

Mr. Stinnett expressed concern regarding streetlights on 32nd Street.

Dr. Farnham discussed the Sunnyvale project. Dr. Farnham stated that Council should vote to undo an action that they originally voted to approve.

Election of Candidate to Fill Council Seat Vacancy

Mr. Copple nominated Anthony Monteleone
Dr. Farnham nominated Brian Evans

Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Stinnett, and Williams voted for Mr. Monteleone.

Council Member Farnham voted for Mr. Evans.

Mr. Monteleone will be sworn in at the December 18, 2023, City Council meeting and will serve until the candidate is elected at the April 2, 2024, election.

The meeting was adjourned at 10:03 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-291 – Rezoning Request

MEETING DATE:
December 4, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 047-23: NE Corner of Rob O'Brian Way and E 26th St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) – Joplin Industrial Authority (JIDA)

BACKGROUND:

JIDA annexed the property in 2022. This parcel, and the parcel directly south of it, were brought in as R-1 and never rezoned. JIDA and the adjacent property owner are requesting to rezone to M-2 to become buildable and compatible with the rest of the Industrial Park. There are no immediate plans to develop this parcel.

The Future Land Use Map identifies the area as an Industrial Opportunity Zone for future Industrial Development. This area is also within the Joplin Industrial Development Authority, which means any future development must be compliant with JIDA's development regulations, along with the City's.

Located in the Industrial Park, this property is best suited for manufacturing, storage/warehousing, or other industrial uses.

Future development may impact property directly East of this Parcel. The property is located in the County, and does not have a City Zoning District, which means that the City cannot require buffering/screening for any future industrial development. Any decision to do so would be made through private agreement.

PLANNING & ZONING COMMISSION TESTIMONY:
Wayne Stephenson presented the case on behalf of JIDA, and stated there were no immediate development plans for this lot.

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

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-291
Planning & Zoning Commission recommends approval for Case 047-23 (7 in Favor, 0 Opposed)

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

Case 047-23: Rezoning

NE Corner of Rob O'Brian Way and E 26th St-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial)-Joplin Industrial Authority (JIDA)

Wayne Stephenson, 302 S. Sergeant, Joplin, Missouri. Mr. Stephenson stated he was with GB Engineering, and they had acquired an 11-acre tract, and this was a formality. They had nothing planned for this lot.

Mr. Kimble asked if there were any questions from the Commission on Case 047-23.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 047-23.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 047-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 047-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 047-23 A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial)

LOCATION NE Corner of Rob O'Brian Way and E 26th St

APPLICANT Joplin Industrial Authority

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 11 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	Outside City Limits	R-1	M-2
Land Use	Storage/Warehouse	Vacant/Single-Family Home	Vacant	Manufacturing

FUTURE LAND USE

The property is identified as an Industrial Opportunity Zone on the future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Rob O'Brian Way	Local	90′
E 23rd St	Local	55′

UTILITIES

Sanitary Sewer will need to be extended to the site.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map identifies the area as an Industrial Opportunity Zone for future Industrial Development. This area is also within the Joplin Industrial Development Authority, which means any future development must be compliant with JIDA's development regulations, along with the City's.

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

Located in the Industrial Park, this property is best suited for manufacturing, storage/warehousing, or other industrial uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Future development may impact property directly East of this Parcel. The property is located in the County, and does not have a City Zoning District, which means that the City cannot require buffering/screening for any future industrial development. Any decision to do so would be made through private agreement.

DISCUSSION

JIDA annexed the property in 2022. This parcel, and the parcel directly south of it, were brought in as R-1 and never rezoned. JIDA and the adjacent property owner are requesting to rezone to M-2 to become buildable and compatible with the rest of the Industrial Park. There are no immediate plans to develop this parcel.

Staff recommends approval of Case 047-23.

ENCLOSURES

- Map of property
- Application

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only Proj#: 23-214
Case No.: 047-'23
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:
Recieved: 9/19/23

APPLICANT: Joplin Industrial Development Authority (JIDA) PHONE: 624-4150
ADDRESS: 320 E 4th Street, Joplin, MO 64801 EMAIL: travis@joplincc.com

OWNER: JIDA PHONE:
ADDRESS: EMAIL:

LOCATION/ADDRESS OF PROPERTY: NE corner of E 23rd Street & Rob O'Brian Way

Present Zoning R1 Requested Zoning: M2 Industrial Acreage: 11.4
Present Use of Property: Agriculture

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Agriculture	Jasper County
South	Agriculture	R1- Applying for M2
East	Agriculture	Jasper County
West	Industrial	M2 Industrial

Character of the Neighborhood: Crossroads Industrial Park to the West and South. Hay fields to the North and East

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: Residential would not fit in with surrounding area

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Rob O'Brian Way and E23rd Street
2. Classification of Street(s):
   Arterial _____ Collector _____ Local X
3. Right-of-Way Width: 85' and 55'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

This property was annexed into the City of Joplin a few years ago and came in as R1. Foodliner purchased the property to the South recently and is also requesting rezoning to M2-Industrial

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

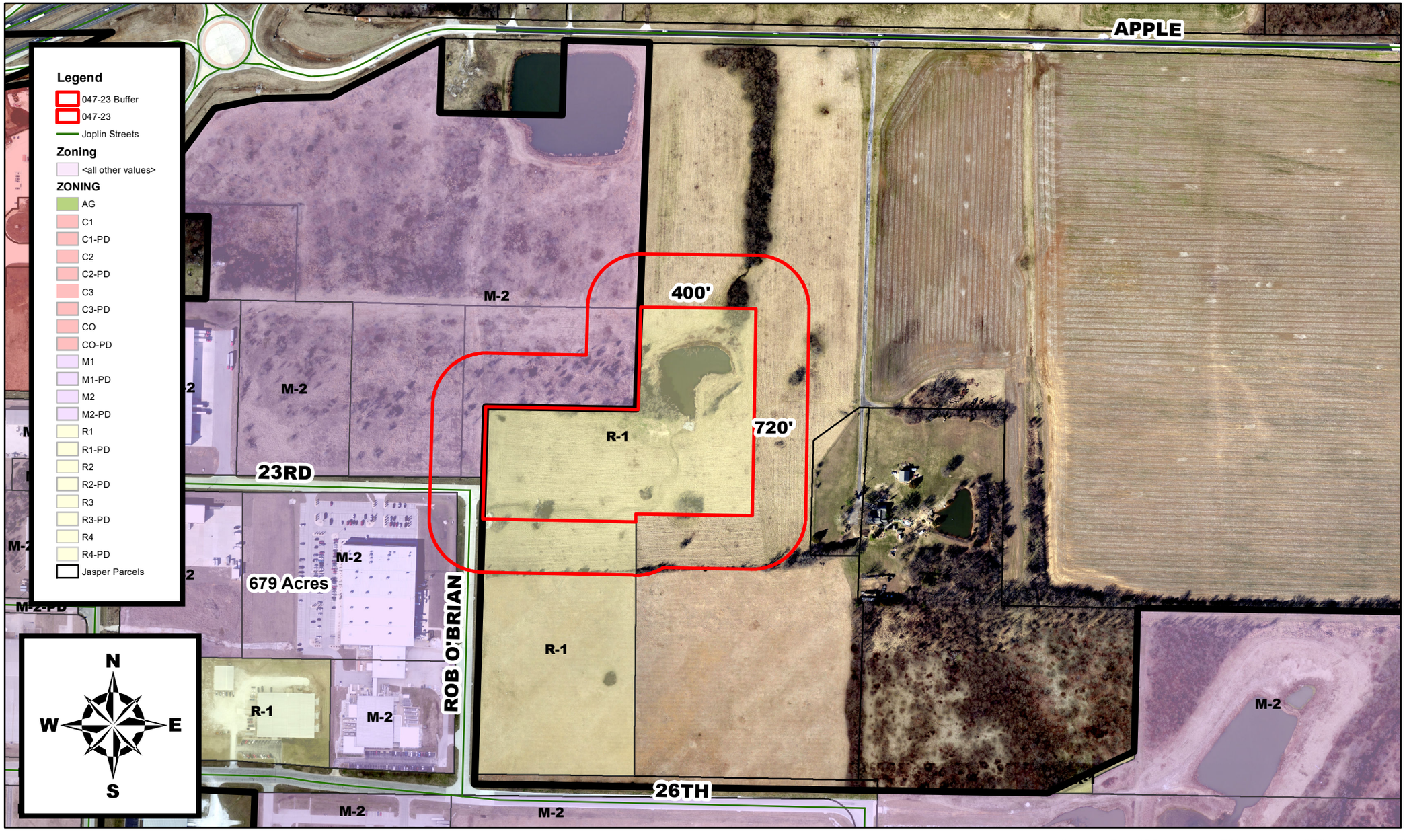
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards;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

SIGNATURE: _____ DATE: 9-18-23

TITLE: Travis Stephens, Vice President JIDA

STATEMENT:
This will be the last remaining parcel in the Crossroads Industrial Park West of Turkey Creek owned by JIDA needing rezoned to M2-Industrial. By doing so, this will allow the proposed Foodliner project site to be bordered by M2-Industrial and agriculture land.

Case 047-23: Rezoning



0 145 290 580 870 1,160 Feet

NE Corner of Rob O'Brian Way and E 26th St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) – Joplin Industrial Authority (JIDA)

P & Z Case 047-23
Joplin Industrial Authority (JIDA)
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-291 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) property as described below and located at the NE Corner of Rob O'Brian Way and E 26th St.

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

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

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF SECTION 14 TOWNSHIP 27 NORTH RANGE 32 WEST, BEING IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 14, A FOUND COPPER WELD IN PLACE. CORNER DOCUMENT NUMBER 600-36033; THENCE S01°43'56"W A DISTANCE OF 983.61 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE N88°14'56"W LEAVING SAID EAST LINE A DISTANCE OF 397.85 FEET TO THE POINT OF BEGINNING; THENCE S01°41'48"W A DISTANCE OF 719.95 FEET; THENCE N88°49'02"W A DISTANCE OF 400.02 FEET; THENCE S01°41'48"W A DISTANCE 12.63 FEET; THENCE N88°51'28"W A DISTANCE OF 531.89 FEET TO THE APPARENT EAST RIGHT-OF-WAY LINE OF S ROB O'BRIAN WAY; THENCE N01°41'01"E A DISTANCE OF 135.58 FEET ALONG SAID EAST LINE TO THE APPARENT NORTH RIGHT-OF-WAY LINE OF EAST 23RD ST; THENCE N01°41'01"E LEAVING SAID NORTH LINE A DISTANCE OF 261.72 FEET; THENCE S88°51'28"E A DISTANCE OF 531.98 FEET; THENCE N01°41'48"E A DISTANCE OF 335.39 FEET; THENCE S88°48'07"E A DISTANCE OF 400.02 FEET TO THE POINT OF BEGINNING. CONTAINING 11.46 ACRES (499,328 SQUARE FEET) MORE OR LESS.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-292 – Rezoning Request

MEETING DATE:
December 4, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 052-23: 524 W 5th St – Rezoning from District R-3 (Multi-Family Residential) to District R-3 – HP (Multi-Family Residential – Historic Preservation Overlay) – Jennifer Siembieda

BACKGROUND:

The owners are requesting that this property be designated as a local landmark and have the HP zoning overlay added. The home is associated with William B McAntire, who resided at the home. McAntire was a prominent lawyer during Joplin's early days. He was also elected as a municipal Judge.

R-3 HP overlay zoning at this location is appropriate as the property meets the criteria for local landmark designation as reviewed and recommended for approval by the Historic Preservation Commission. The Commission approved the property for recommendation to the Planning and Zoning Commission on criteria 3:

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.

PLANNING & ZONING COMMISSION TESTIMONY:
Mathew Michael, the applicant's husband, represented this case. Mr. Landis asked if the historical status made the property eligible for grants. Mr. Michael stated that the property was already eligible for grants as it was on the National Historic Registry and the State Historic Registry. Mr. Michael stated this would affect the City's historic registry and zoning.

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

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-292
Planning & Zoning Commission recommends approval for Case 052-23 (6 in Favor, 0 Opposed, 1 Abstained)

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

Case 052-23

524 W. 5th St-Rezoning from District R-3 (Multi-Family Residential) to District R-3-HP (Multi-Family Residential-Historic Preservation Overlay)-Jennifer Siembieda

Matthew Michael, husband of the applicant, 524 W. 5th Street, Joplin, Missouri, opened the floor for any questions.

Mr. Landis asked if doing the research and obtaining the historical status made the property eligible for grants.

Mr. Michael said the property was already eligible for grants. The property was on the National Historic Registry and the State Historic Registry. The City's historic registry and zoning had not been altered on this property. That simply brought it into alignment with where it should be.

Mr. Kimble asked if there were any questions from the Commission on Case 052-23.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 052-23.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 052-23.

There were none.

MR. LANDIS MOVED THAT CASE 052-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. MS. PHILLIPS ABSTAINED FROM THE VOTE. (6 IN FAVOR, 0 NAY, 1 ABSTAINED)

Z&P Meeting: November 13, 2023
City Council Meeting: December 4, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 052-23 A request to rezone from District R-3 (Multi-Family Residential) to District R-3 HP (Multi-Family Residential – Historic Preservation Overlay)

LOCATION 524 W 5th St

APPLICANT Jennifer Siembieda

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Single-Family Home	Approximately 0.30 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	C-2	R-3	R-3
Land Use	Single-Family Home	Single-Family Home	Single-Family Home	Apartments

FUTURE LAND USE

The property is identified as Low Density Residential on the future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
5th St	Local	60′
Moffet Ave	Local	60′

UTILITIES

Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The request is also consistent with the Future Land Use Map for this area.

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

There will not be any changes in use. The current zoning is suitable for Single-Family Residential. The proposed HP overlay will not cause a change in the use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. This request is to add the HP overlay based on the structure's historic significance.

DISCUSSION

The owners are requesting that this property be designated as a local landmark and have the HP zoning overlay added. The home is associated with William B McAntire, who resided at the home. McAntire was a prominent lawyer during Joplin's early days. He was also elected as a municipal Judge.

R-3 HP overlay zoning at this location is appropriate as the property meets the criteria for local landmark designation as reviewed and recommended for approval by the Historic Preservation Commission. The Commission approved the property for recommendation to the Planning and Zoning Commission on criteria:

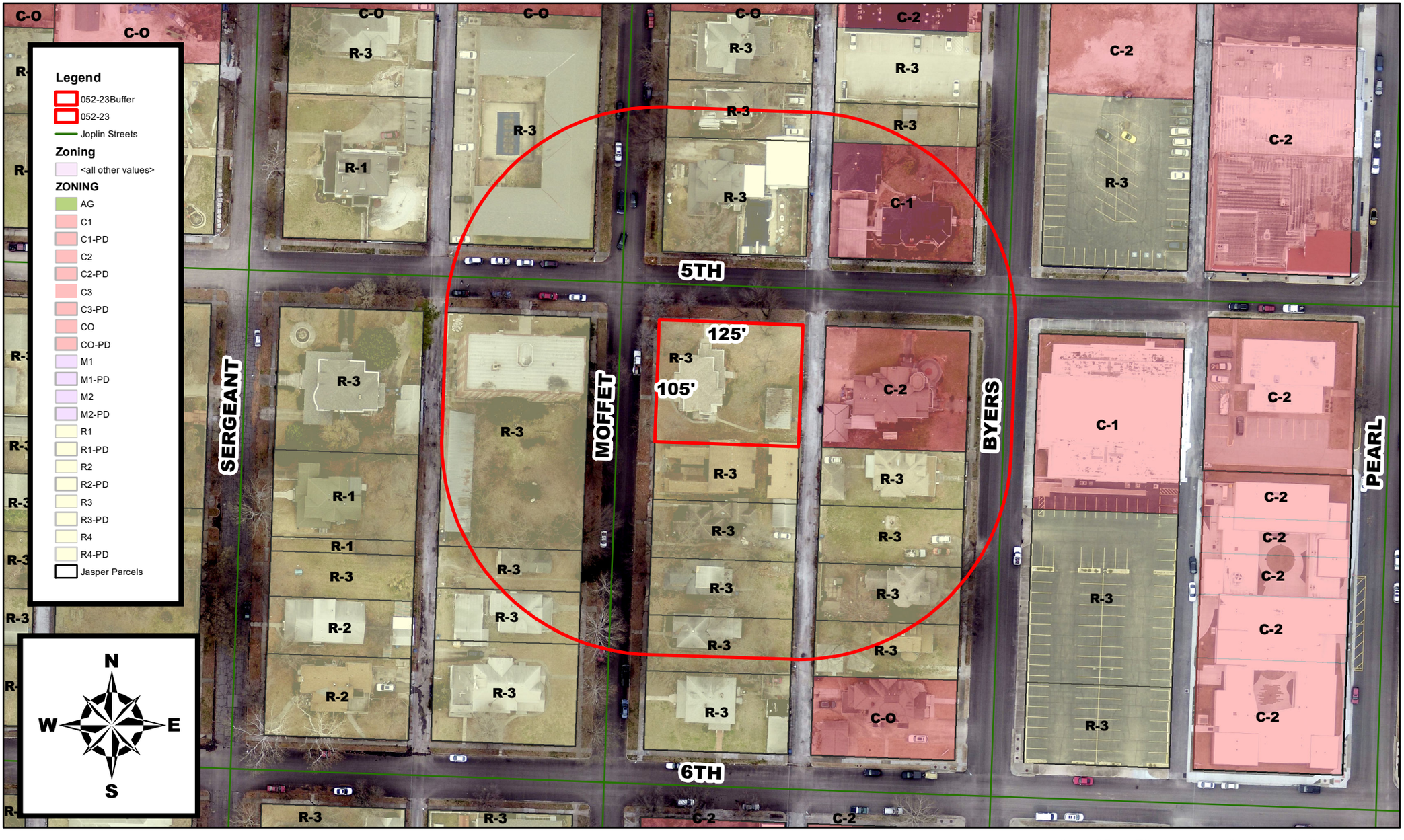
3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or county.

Staff recommends approval of Case 052-23.

ENCLOSURES

- Map of property
- Application

Case 052-23: Rezoning



524 W 5th St – Rezoning from District R-3 (Multi-Family Residential) to District R-3 – HP (Multi-Family Residential – Historic Preservation Overlay) – Jennifer Siembieda

Rezoning Application

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

Office Use Only
Case No.: 052-23
Filing Fee: $550.00 NA
Received: 10/23/23
Date Advertised:
Proj. No.: 23-231
Public Hearing Date: 11/13/23

Applicant: Historic Preservation Commission Phone No.: 417-624-0820

Address: 602 S Main Street Email: twalters@joplinmo.org

Owner: Jennifer Siembieda Phone No.: 530-220-3526

Address: 524 W 5th Street, Joplin MO Email: coloradomatt76@gmail.com

Location of Property: 524 W 5th Street

Present Use of Property: Single Family Residential

Proposed Use of Property: Single Family Residential

Current Zoning: R-3 Requested Zoning: R-3-HP

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Single Family	R-3
South	Two Family	R-3
East	Single Family	C-2
West	Multi-Family	R-3

Character of the Neighborhood: Murphysburg Historic Neighborhood

Relationship to Existing Zoning Pattern:

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

If yes, explain: _____

_____

_____

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: W 5th Street & S Moffett Ave

_____

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: 60 ft

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

HPC Resolution 2023-04, October 17th the Commission found the property met the criteria for a local landmark due to the Association with William B. McAntire

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

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

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

Signature: _____ **Date:** 10/23/23

JOPLIN | HISTORIC PRESERVATION COMMISSION

HISTORIC PRESERVATION COMMISSION OF THE CITY OF JOPLIN

RESOLUTION NO. 2023-04

WHEREAS, the **Historic Preservation Commission** of the City of Joplin, at a public meeting held on October 17th, 2023, received the Historic Landmark Nomination Form for The William B McAntire House located at 524 W. 5th Street in the City of Joplin, Jasper County, Missouri; and

WHEREAS, the form was presented by Jennifer Siembieda, owner, and found to be in proper form; and

WHEREAS, at a public meeting held on October 17th, 2023, the Historic Preservation Commission found that all the evidence presented in the Nomination Form and developed in research of the existing records supported the requirements of Section 29 of Appendix 29-A (Zoning Code) of the Joplin City Code and that the subject The Wiliam B. McAntire House met one or more of the Criteria for Consideration of Nomination as directed in paragraph 29.10 of that Code;

NOW, THEREFORE, BE IT RESOLVED by the **Historic Preservation Commission** of the City of Joplin, as follows:

That the property on the following described real estate to-wit:

All of Lots Numbered 31 & 32 in Sergeants Subdivision, in the City of Joplin, Jasper County, Missouri;

be recommended by this **Commission** to be designated an "Local Landmark" under the definitions and requirements of Section 29 of Appendix 29-A (Zoning Code) of the Joplin City Code, and that this Resolution with the report and nomination form be sent to the Zoning and Planning Commission of the City of Joplin, and that the appropriate Ordinance designating the above said property Zoning District Overlay "HP" be adopted by the City Council of the City of Joplin.

PASSED BY THE **HISTORIC PRESERVATION COMMISSION** OF THE CITY OF JOPLIN, MISSOURI, this Seventeenth Day of October, 2023.

Jill Halbach
Chairperson

HISTORIC JOPLIN PRESERVATION COMMISSION

STAFF REPORT

APPLICANT:

Jennifer Siembieda

OWNER:

Jennifer Siembieda

ADDRESS AND LANDMARK NAME:

524 W. Fifth Street, Joplin, Missouri 64801
William B McAntire House

PRESENT USE:

Single Family Residential (Zoned R-3)

HISTORIC USE:

Single Family Residence

PHYSICAL DESCRIPTION:

Date of Construction: Established Circa 1905

Architectural Style: Queen Anne

Construction: Date of construction is based upon the 1906 Sandborn map. The 1900 Sandborn map showed a much more modest home in the same location. Typical architectural features for a two an done half story Queen Anne. Historic Wood siding still in place. Significant changes did occur to the porch in the 1979. Glazed wood doors still n place. The three carport garage was added in 1985.

Site: Sergeants Addition to the City of Joplin, Lots 31 & 32.

HISTORICAL SIGNIFICANCE:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;*

   This category is typically not applied to single family homes being nominated for local landmark status. The house is in the Murphysburg National Register District. This category is applicable to the district as a whole.

2. *Its location as a site of a significant local, county, state, or national event;*

   Not applicable to this nomination

3. *Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;*

   William B. McAntire was a prominent lawyer at the time of Joplin's founding, and elected as a municipal Judge on successive terms. He was also elected member of the school board. Most of his career he practiced law, while transitioning to real estate the last decade of his life, before dying in 1911. He clearly resided at 524 w 5th Street at the time of the 1900 Census, however at that time, the house was not the one being nominated today as shown by the 1900 Sandborn Map. In 1900 the house on the property was much more modest and had a visibly different footprint. This Queen Anne style house was first shown constructed in the 1906 Sandborn map, and date of construction assumed to be circa 1905. The 1910 Census shows that had moved to the home of Elizabeth Gray, his sister, at 1406 Sargent Avenue. By that time he was in poor health having suffered a stroke and widowed. However, staff conducted a thorough search of Deed Index Sheets of the Jasper County Register's office, and cannot find a warranty deed for the sale of the property described as Sergeants Subdivision Lots 31 & 32 after 1900 to his death and the Deed Index Sheet would be the only index where public record would have been kept. In fact, there is not record of the disposition of this property at all until sold by subsequent owner decades later. His wrote a new will on November 30, 1906 which was recorded in the Deed Index of Jasper County in 1911 on Book 231 page 341, which suggests that his will was used as an instrument to dispose of real property. Since no other record of the sale is found in any other location, it can be presumed this property was disposed of in his will, and therefore was still the owner of the property at time of construction in 1905.

   Finding: The building meets the requirements of criteria 3 for its association with William B McAntire.

4. *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*

   The property significantly has many Queen Anne features still remaining, also many removed. The most significant change is the alteration of the porch in 1980 where the simple posts of the Queen Anne style were replaced with more ornate columns that were similar to the surrounding architectural types in Murphysburg. (Permit # 1040 D)

5. *Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;*

   Not applicable to this nomination.

6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;*

   Not applicable to this nomination.

7. *Its embodiment of design elements that make it structurally or architecturally innovative;*

   Not applicable to this nomination

8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*

Not applicable to this nomination.

9. *Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or*

   Not applicable to this nomination.

10. *Its suitability for preservation or restoration.*

Finding: The site meets the requirements for criteria 10 as staff would rate the integrity of the resource as fair or better.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, ' 1, 3-17-86)

STAFF RECOMMENDATION:

Staff recommends William B McAntire House, located at 524 W. 5th Street, be forwarded by HPC Resolution to the Planning & Zoning Commission, to be added to the HP zoning overlay, and be designated as a local landmark.

SUPPORTING DOCUMENTS:

Documents included in determination were attached to application.

P & Z Case 052-23
Jennifer Siembieda
(P & Z Recommend Approval)

COUNCIL BILL NO. 2023-292 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Multi-Family Residential) and including in District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) property as described below and located at 524 W 5th St.

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

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

All of Lots Numbered 31 & 32 in Sergeants Subdivision, in the City of Joplin, Jasper County, Missouri.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-293 – Rezoning Request

MEETING DATE:
December 4, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 048-23: Property West of 16th and Picher (Parcel ID Number 19201030005004000) – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Alex Winkleman

BACKGROUND:

The owner is wanting to develop a duplex on this site. The property is currently zoned R-1. The owner will provide off-street parking for the duplexes off the alley. Due to there being no street frontage on the site, the property's only right-of-way frontage is from the alley. The City's Traffic Engineer has reviewed this and determined that access will not be a concern.

The Future Land Use Map indicates this property as Low-Density Residential. R-2 is a compatible zoning district with Low-Density Residential Neighborhoods. The property is in a neighborhood with existing R-2 zoning. The best utility for this property is R-2. The change in zoning will provide this property with the most utility without compromising or detrimentally affecting the neighboring property. The change in zoning will not detrimentally affect nearby property. Duplex development is already permitted in many of the neighboring parcels and lots. There is a storage facility just north of this parcel.

PLANNING & ZONING COMMISSION TESTIMONY:
Alex Winkleman (owner and applicant) represented his case. Dr. Rosenberg asked if Mr. Winkleman planned on using the alley for access. Mr. Winkleman stated he was. Mr. Bellairs said that Public Works reviewed this matter and did not have any issues with the access off of the alley.

PUBLIC COMMENT;
Mr. David Stinnett stated he owned duplexes across the alley. He said it was a high traffic alley and was used as a street. Mr. Stinnet stated that he believed building another duplex on the alley would create too much traffic. Mr. Jackson and Mr. McCullough raised concerns about traffic, fire access, and building addresses. Mr. Bellairs stated that these cases have gone through all of the respective departments and none of these would be a concern. Building, fire, and engineering had no issues with traffic, fire access, and building addresses.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-293
Planning & Zoning Commission recommends approval for Case 048-23 (5 in Favor, 2 Opposed)

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

Case 048-23: Rezoning

> Parcel ID Number 19201030005004000-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)-Alex Winkleman.

Alex Winkleman, 1723 Kent Dr., Webb City, Missouri. Mr. Winkleman stated he would like to build a duplex on the property.

Mr. Kimble asked if there were any questions from the Commission on Case 048-23.

Mr. Rosenberg asked if he planned on using the alley as access.

Mr. Winkleman stated yes with staff approval.

Mr. Bellairs stated they had Public Works review this matter and they did not have a problem with the access coming off the alley.

Mr. Kimble asked if there were any further questions from the Commission on Case 048-23.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 048-23.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 048-23.

Mr. David Stinnett, 1059 Prairie Flower, Webb City, Missouri. Mr. Stinnett stated he owned 1608, 1610 and 1616 Picher right across the alley from this property. He said it was a heavily traveled alley like a street. It was a one lane alley and he believed to build a multi-family on it was pushing it for the infrastructure. This was from his experience of owning the property over the last 30 plus years. He had owned one parcel for 35 years and it was heavily traveled.

Ms. Phillips stated she had a question for Mr. David Stinnett. She stated even though all those houses are zoned R-2 up and down Picher Street, are they really duplexes or are they single family.

Mr. Stinnett stated the only duplexes he knew of on the 1600 block of Picher were the ones he owned at 1608 and 1610 Picher. He bought them in the early 90's in 1993 to be exact. He had owned them for 30 years. He had owned 1616 Picher for 35 years. He said it was a heavily traveled alley. There was a single-family home on this lot that burned, and he assumed it sold for taxes because it was abandoned. He imagined the City brought it down at some point.

Ms. Phillips asked if there were two mailboxes at those houses or just one.

Mr. Stinnett asked which houses she was talking about.

Ms. Phillips stated well, we don't see the addresses on the map provided.

Mr. Stinnett asked was she talking about the property he personally owned.

Ms. Phillips stated yes.

Mr. Jackson said just that 1600 block.

Mr. Stinnett stated that 1608 and 1610 have two mailboxes. The address 1616 had one mailbox. It was a separate structure. He said he could understand someone wanting to put a duplex on the property, but the alley was a one-way alley, and it was used like a street already. He stated he realized there was some of that going on in town, but he thought best use would be a single-family residence.

Mr. Jackson asked Mr. Stinnett about the houses he owned on Picher. Do they utilize street parking or utilize parking in the back through the alley.

Mr. Stinnett said both. The one house had a two-car carport and the duplex had approximately four parking spots on the alley.

Mr. Jackson stated the concern was the additional traffic.

Mr. Stinnett said the one particular house had a little garage, the 1616 address, but it was a small garage. It would be for a motorcycle or mini-Cooper or something like that.

Mr. Kimble stated so the 1600 block appeared to be the dividing line here north and west. Are there cars that utilize the alley that were coming from north of 16th street to go all the way down and empty on 17th street. Or was it primarily the residents from 16th street to 17th street that were utilizing that little part of the alleyway.

Mr. Stinnett stated because of the bus barn being where it was located now. Also, there was an old armory building where 17th street comes to a dead end. Because of the bus barn the traffic up and down that alley from 17th street to 15th street was heavy.

Mr. Kimble asked if that was because of people that were going to the bus barn for work.

Mr. Stinnett stated he would assume. He does not have access to know where all the vehicles were going but he does know there was a lot of traffic already. It would only congest more. He stated it is what it is.

Mr. McCullough stated actually the property was not on Picher but in the alley.

Mr. Stinnett stated yes in the alley.

Mr. McCullough asked if that was the legal address for the property.

Mr. Stinnett said he believed the address was Empire, but Empire is not there.

Mr. Bellairs stated currently that vacant property had no address. He spoke to Building, and they stated they would most likely address it off 16th street.

Mr. Jackson asked just by looking at Google maps how far down the alley to the south would they need to go to get the easement for whatever was built there to get the home. Because where he saw the bigger issue was really for access in case of an emergency like a fire or something. He stated a fire truck would not be able to easily get down that alley. He asked where the closest fire hydrant was located because he was not seeing one.

Mr. Bellairs stated the fire hydrants were not shown on the maps. He said the Fire Department had reviewed this case. There were no reported concerns from the Fire Department. He stated he also had Building look at it for addressing. Mr. Bellairs said that as far as alley access this alley would not see any more traffic. It was standard alley width and no different than the alley adjacent to the east. It was the same built alley. You have houses of similar density on both the east and the west sides of the alley between Picher and Murphy.

Mr. Jackson stated that was not his question.

Mr. Stinnett said the only obstacle here was there was not a street. It was strictly the alley.

Mr. McCullough stated correct.

Mr. Stinnett stated there was no street in front of this property. He stated all the other houses had a street and an alley.

Mr. Jackson said his question was not really answered. His question was what kind of fire hazard this could possibly be. He was guessing that the last house burned down because of a fire because we have a lot of that in Joplin. He stated he was looking at that immediate intersection at 16th and Picher and there was not one fire hydrant at any of those four corners. He said he was looking on Google maps. He did not need the map on the screen to see that because he could see a physical picture.

Mr. Bellairs stated he could not speak on behalf of the Fire Department; they send out department comments to other departments. They had no concerns that they addressed with him. Mr. Bellairs stated he could follow up with them.

Mr. Jackson stated he was just more concerned about the safety issue of that.

Mr. Stinnett said his concern was just the access to it. He just wanted to bring it up. It was a heavily traveled alley already. It would become a one-way street with people trying to go both directions. If it was a duplex, then double the traffic. He stated he assumed a house would be grandfathered because there was a house there before.

Mr. Landis asked Mr. Stinnett if he recalled how the previous owners accessed the property before.

Mr. Stinnett said the alley was the only way to get to it.

Ms. Phillips stated she would like to say that our streets are on a maintenance schedule and the alleys are on a different maintenance schedule. She stated she hoped the people who rent this place understood that it was not going to get maintained like a street.

Mr. Stinnett stated he knew all the trash dumpsters were back there. He said he was not judging and doesn't blame someone for wanting to make money and build something on it. And if they got a good deal on it, the location is one where he had not had any problems keeping his property rented. He was just concerned about the traffic count in that one alley because he had owned the property for so long. He had spoke with tenants and it was more like a street than an alley already. He was wondering if

there was a way to check the traffic count. But that was his concern. He stated he was not going to make a big stink about it.

Mr. Kimble asked if there was any one to speak in opposition of Case 048-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 048-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MS. WARREN AND MR. JACKSON VOTED NAY. MOTION CARRIED. (5 IN FAVOR, 2 NAY)

Z&P Meeting: November 13, 2023
City Council Meeting: December 4, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 048-23 A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)

LOCATION Property West of 16th and Picher (PIN: 19201030005004000)

APPLICANT Alex Winkleman

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.30 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-2	R-1	R-1
Land Use	National Guard Garage	Single-Family Home	Single-Family Home	Single-Family Home

FUTURE LAND USE

This property is identified as Low-Density Residential on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Alley	Alley	15′

UTILITIES

Sanitary Sewer is located within the alley.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map indicates this property as Low-Density Residential. R-2 is a compatible zoning district with Low-Density Residential Neighborhoods.

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

The property is in a neighborhood with existing R-2 zoning. The best utility for this property is R-2. The change in zoning will provide this property with the most utility without compromising or detrimentally affecting the neighboring property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not detrimentally affect nearby property. Duplex development is already permitted in many of the neighboring parcels and lots. There is a storage facility just north of this parcel.

DISCUSSION

The owner is wanting to develop a duplex on this site. The property is currently zoned R-1. The owner will provide off-street parking for the duplexes off the alley. Due to there being no street frontage on the site, the property's only right-of-way frontage is from the alley. The City's Traffic Engineer has reviewed this and determined that access will not be a concern.

Staff recommends approval of Case 048-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 048-23
Filing Fee: $550.00
Received: 9/25/23
Date Advertised:
Proj. No.: 23-221
Public Hearing Date: 11-13-23

Applicant: Alex Winkleman Phone No.: 417.483.5628
Address: 1723 Kent dr. Webb City, MO 64870 Email: Alex@wp-servicing.com.
Owner: Alex. Winkleman Phone No.: 417.483.5628
Address: 1723 Kent dr. Webb City, MO 64870 Email: Alex@wp-servicing.com.
USE PIN → Location of Property: Joplin - # parcel = 19201030005006000
Present Use of Property: nothing empty lot.
Proposed Use of Property: Build duplex
Current Zoning: R1 Requested Zoning: R2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	State of MO JOP	R2
South	Home - 1227 W 17th Joplin, MO	R1
East	1602 S Pitcher	R2
West	1617 Annie baxter Ave	R2

Character of the Neighborhood: new & older homes.
Half is Listed as R2 & other half listed as R1.

Relationship to Existing Zoning Pattern:

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

If yes, explain: _____

_____

_____

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: Fisher, 16th St & 17th St.

_____

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

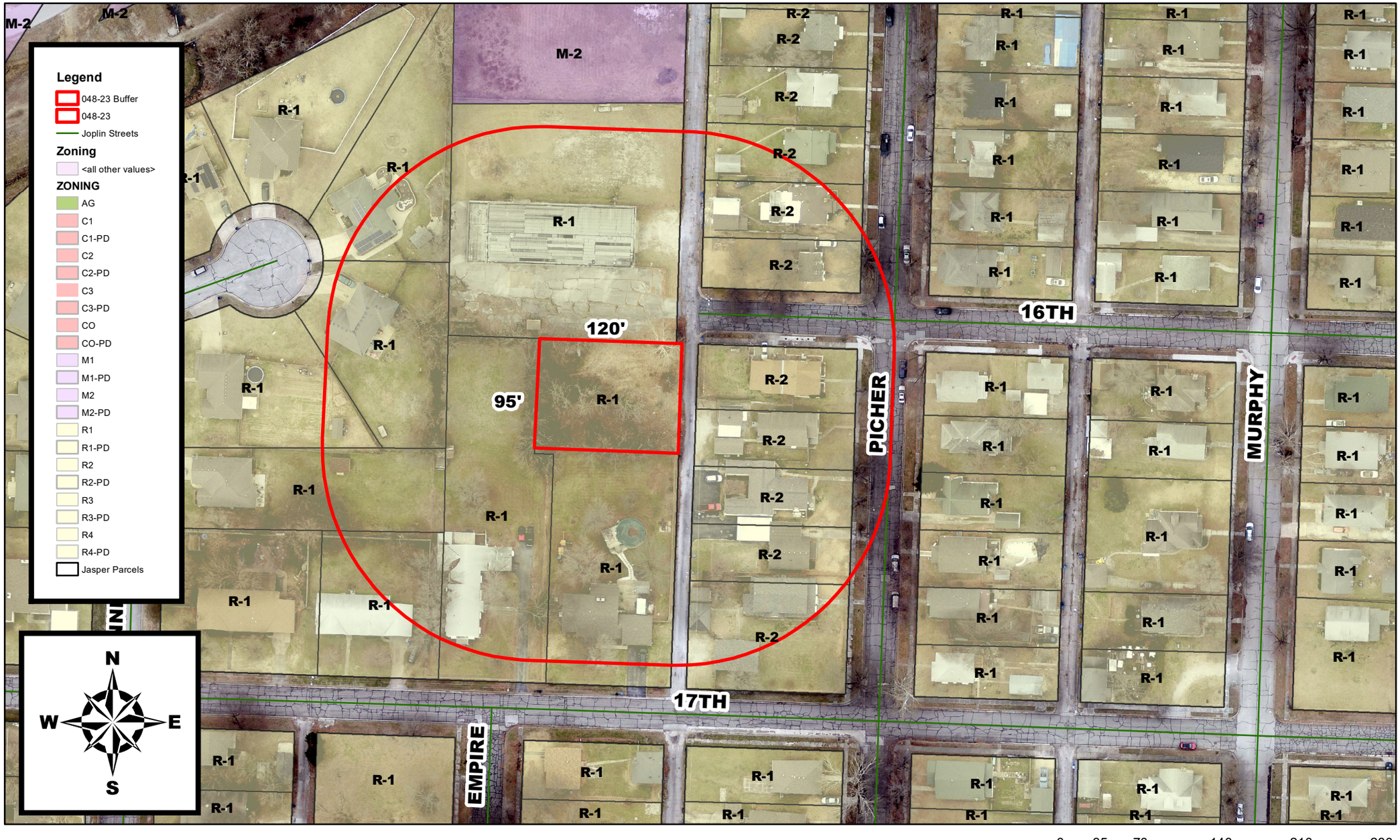
Submission of Documents: The following documents are **required** at time of submission.

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

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

Signature: _____ **Date:** _____

Case 048-23: Rezoning



Parcel ID Number 19201030005004000 – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Alex Winkleman

P & Z Case 048-23
Alex Winkleman
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-293 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) property as described below and located West of 16th St and N Picher Ave (Parcel ID Number 19201030005004000).

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

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

AL OF A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOOUTHWEST QUARTER OF SECTION 10, 10 FEET WEST OF THE NORTHWEST CORNER OF LOT NUMBERED NINETY (90) IN SOUTH JOPLIN LAND COMPANY'S FOURTH ADDITION TO JOPLIN, THENCE WEST ON A LINE WHICH IS THE SOUTH LINE OF SIXTEENTH STREET IN JOPLIN, PRODUCED WEST 131.17 FEET, THENCE SOUTH ON A LINE WHICH WOULD BE THE EAST LINE OF EMPIRE STREET, 100 FEET, THENCE EAST ON A LINE PARALLEL TO THE SOUTH LINE OF SIXTEENTH STREET AS PRODUCED TO A POINT 100 FEET SOUTH OF THE POINT OF BEGINNING. THENCE NORTH 100 FEET TO POINT OF BEGINNING, EXCEPT THE SOUTH 5 FEET THEREOF, BEING APART OF PARCEL NUMBERED 88 OF MISCELLANEOUS TRACT NUMBERED FORT-FIVE (45) NI SECTION 10, TOWNSHIP 27, RANGE 33, NI THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-294 – Rezoning Request

MEETING DATE:
December 4, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 049-23: 216 E 12th St – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District C-2 (Central Business) – LaVerne Miller Trust

BACKGROUND:

The property located at 216 E 12th Street is one of several lots in the neighborhood owned by Laverne Miller Trust. Formerly a law office, the property triggered a zoning inspection when the tenant applied for a business license to operate a tattoo shop. Law offices do not require a business license, so an inspection was never performed. Staff notified the owner that the property would need to be rezoned, and the owner decided to rezone this lot along with their other legally non-conforming commercial properties.

The Future Land Use Map identifies the area as Retail Commercial. The existing uses of the property are consistent with this. The request will make the present uses consistent with the zoning. This property is best suited for commercial use. The subject property and surrounding properties are still zoned M-2 from old Industrial Districts. Most of the uses within this area are legally nonconforming residential or commercial. All the uses within the subject property are legally nonconforming commercial uses. The request will not negatively impact the neighborhood or surrounding properties. Several of the neighboring properties are already zoned C-2 and the subject property's current use is a mix of commercial uses.

PLANNING & ZONING COMMISSION TESTIMONY:
Jim Hardy represented the case on behalf of LaVerne Miller Trust. Mr. McCullough asked why there was one address listed for several parcels being rezoned. Mr. Bellairs stated that it was staff's attempt to make it easier to find. The addresses on the street do not match up with the City's assigned addresses. He stated they did advertise in the Joplin Globe with all the parcels, but to minimize confusion between departments and the public, they described the property with one address.

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

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-294
Planning & Zoning Commission recommends approval for Case 049-23 (7 in Favor, 0 Opposed)

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

Case 049-23

216 E. 12th St-Rezoning-A request to rezone from District M-2 (Heavy Industrial) to District C-2 (Central Business) – LaVerne Miller Trust

Jim Hardy, P.O. Box 1781, Joplin, Missouri. He stated he was present to answer any questions.

Mr. Kimble asked if there were any questions from the Commission on Case 049-23.

Mr. McCullough questioned the address and the pictures presented to the Commission.

Mr. Bellairs stated the staff attempted to make it a little easier. The addresses on the street that you would use for navigation do not match the City's addresses. He stated they did advertise this in the Joplin Globe with all the parcels listed but they condensed the addressing for simplification. He referred to all the properties outlined in red on the map. Mr. Hardy stated that all the properties had been used as commercial and to his knowledge had not been used as industrial.

Mr. Kimble asked if there were any further questions from the Commission on Case 049-23.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 049-23.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 049-23.

There were none.

MR. JACKSON MOVED THAT CASE 049-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 049-23 A request to rezone from District M-2 (Heavy Industrial) to District C-2 (Central Business)

LOCATION 216 E 12th St

APPLICANT Laverne Miller Trust

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Service/Retail	Approximately 2 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-2/M-2	M-2	M-2	C-2
Land Use	Parking Lot/Single-Family Residential	Single-Family Residential/Two-Family Residential	Retail/Service	Service/Parking Lot

FUTURE LAND USE

The property is identified as Retail Commercial on the future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
12th St	Local	50′
13th St	Local	50′
Virginia Ave	Local	60′
Pennsylvania Ave	Collector	60′

UTILITIES

Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map identifies the area as Retail Commercial. The existing uses of the property are consistent with this. The request will make the present uses consistent with the zoning.

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

This property is best suited for commercial use. The subject property and surrounding properties are still zoned M-2 from old Industrial Districts. Most of the uses within this area are legally nonconforming residential or commercial. All the uses within the subject property are legally nonconforming commercial uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The request will not negatively impact the neighborhood or surrounding properties. Several of the neighboring properties are already zoned C-2 and the subject property's current use is a mix of commercial uses.

DISCUSSION

The property located at 216 E 12th Street is one of several lots in the neighborhood owned by Laverne Miller Trust. Formerly a law office, the property triggered a zoning inspection when the tenant applied for a business license to operate a tattoo shop. Law offices do not require a business license, so an inspection was never performed. Staff notified the owner that the property would need to be rezoned, and the owner decided to rezone this lot along with their other legally non-conforming commercial properties.

Staff recommends approval of Case 049-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 049-23
Filing Fee: $550.00
Received: 9/22/23
Date Advertised:
Proj. No.: 23-222
Public Hearing Date: 11/13/23

Applicant: JAMES D HARDY Phone No.: 417-540-3724

Address: P.O. BOX 1781 JOPLIN 64802 Email: JIM@HWACPA.COM

Lots 5-16, 17, 34, 33 in John C. Cox Jr.'s 1st add.

Owner: LAVERN MILLER TRUST Phone No.: 417-540-3724
JIM HARDY TRUSTEE

Address: P.O. BOX 1781 JOPLIN MO 64802 Email: JIM@HWACPA.COM

Location of Property: 216 E 12TH JOPLIN MO AKA ALSO 1206 VIRGINIA

Present Use of Property: COMMERICAL & RESIDENTAL

Proposed Use of Property: COMMERICAL (TATTOO SHOP) & RESIDENCE

Current Zoning: COMMERICAL M-2 Requested Zoning: MIXED USE COMMERICAL & RESIDENTIAL

* Consulted with applicant - C-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	WAREHOUSE	COMMERICAL
South	RESIDENTIAL	RESIDENTIAL
East	RESIDENTIAL	RESIDENTIAL
West	COMMERICAL	COMMERICAL

Character of the Neighborhood: MIXED USE

Relationship to Existing Zoning Pattern:

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

If yes, explain: THE FIRE DEPARTMENT SAID THE CURRENT USE DOES NOT COMPLY WITH ZONING THE PROPERTY HAS BEEN USED THE SAME WAY SINCE 1988

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: 12TH STREET AND VIRGINA

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

THE CURRENT USE AND PLANNED USE ARE THE SAME

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

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

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

Signature: _____ TRUSTEE _____ **Date:** 9/12/23

Ila Vern Miller Trust

Affidavit for Rezoning change

The LaVern Miller Trust has a property in need of a zoning change.

The property was built in 1988 by LaVern Miller and used as an office on the lower (first) floor and her residence on the upper (Second) floor. We recently had a visit by a fire department captain who said the use of the property did not meet zoning requirements. The Trustees of the trust want to make sure all our properties meet all city and county requirements.

We believe the use was proper due to the length of time it has been used both commercial and residential.

Therefore, we are requesting mixed use zoning of the upper floor residential and the lower floor commercial.

This change will have no effect on the area or surrounding properties, traffic patterns nor change the character of the area.

The fire department made other suggestions which we are in the process of having completed.

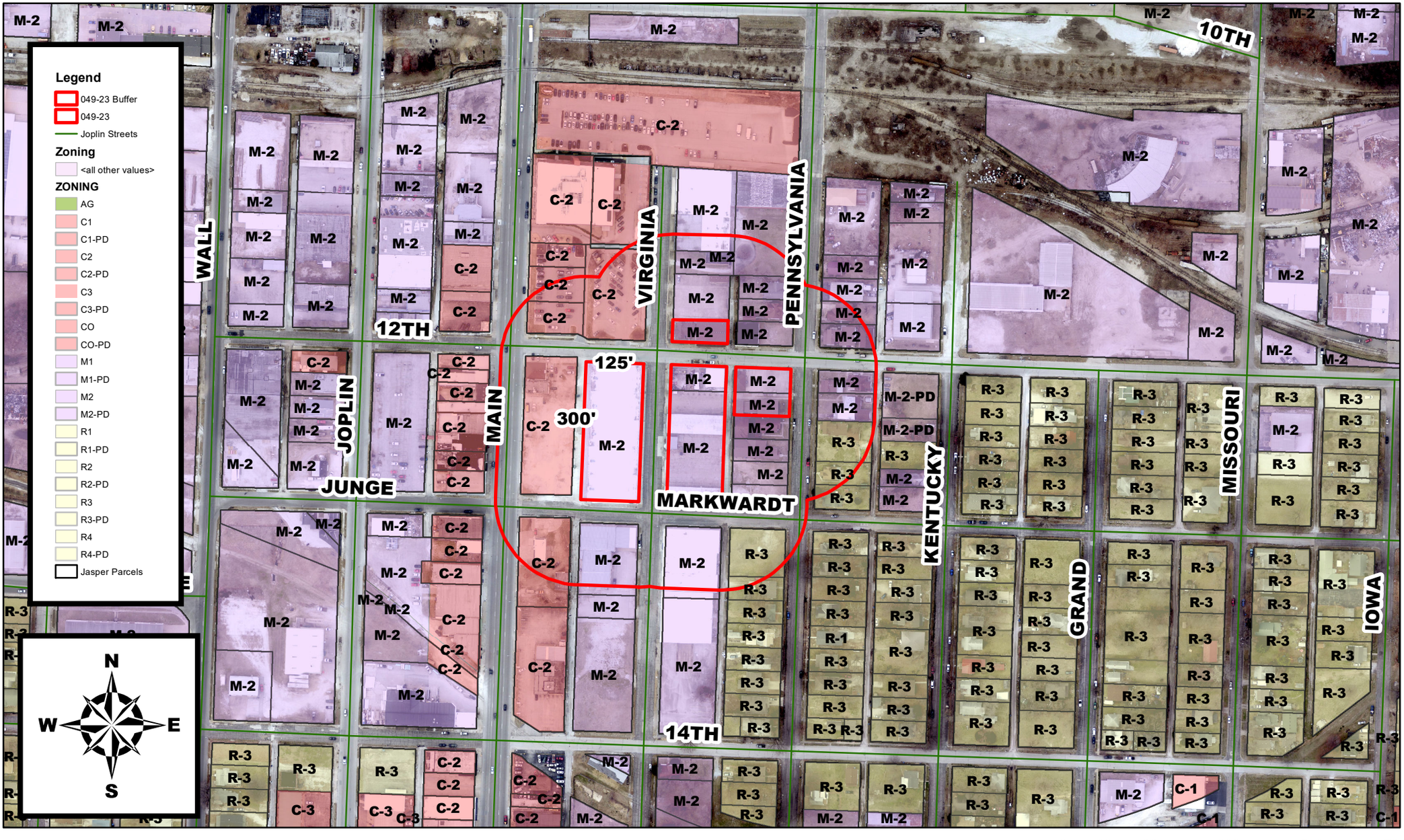
The address of the property is a little confusing as Beacon has it as 1207 Virgina and we have it as 216 East 12th.

Respectively

LaVern Miller Trust

By James D Hardy, Trustee

Case 049-23: Rezoning



216 E 12th St – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District C-2 (Central Business) – LaVerne Miller Trust

P & Z Case 049-23
LaVerne Miller Trust
(P & Z Recommend Approval)

COUNCIL BILL NO. 2023-294 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District C-2 (Central business) property as described below and located at 216 E 12th St.

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

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

Tract #1: All of Lot Numbered Thirty-three (33), Except the East 80 Feet in JOHN C. COX JR.'S ADDITION to the City of Joplin, Jasper County, Missouri. Tract #2: All of Lot Numbered Thirty-four (34) in JOHN C. COX JR.'S ADDITION to the City of Joplin, Jasper County, Missouri. All of Lot 16 in John C. Cox, Jr.'s First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. All of Lot 17 in John C. Cox, Jr's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. All of Lot 33 in John C. Cox, Jr's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. ALL OF LOTS NUMBERED FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13) AND FOURTEEN (14) IN JOHN C. COX, JR.'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. ALL OF LOT NUMBERED FIFTEEN (15) IN JOHN C. COX JR.'S ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-295 – Rezoning Request

MEETING DATE:
December 4, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 050-23: NE Corner of Rob O'Brian Way and E 26th St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) – MGI Leasing Inc.

BACKGROUND:

JIDA annexed the property in 2022. When property is annexed into the City's Corporate limits, it comes in as R-1 (Single-Family Residential). The property was never rezoned following the annexation. This parcel was sold to MGI Leasing, Inc. They are wanting to develop a truck stop on this site and will need to rezone the property in order to do so.

The Future Land Use Map identifies the area as an Industrial Opportunity Zone for future Industrial Development. This area is also within the Joplin Industrial Development Authority, which means any future development must also be compliant with JIDA's development regulations, along with the City's.

Located in the Industrial Park, this property is best suited for manufacturing, storage/warehousing, or other heavy industrial uses.

Future development may impact property directly East of this Parcel. The property is located in the County, and does not have a City Zoning District, which means that the City cannot require buffering/screening for any future industrial development. Any decision to do so would be made through private agreement.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wayne Stephenson represented this case on behalf of MGI Leasing Inc. He stated the property was annexed into the City as R-1 and they were requesting to rezone to M-2 to fit in with the rest of the industrial park. He stated that the plan was to use the site as a food liner struck stop. They would have an office, three maintenance bays and two wash bays.

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

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-295
Planning & Zoning Commission recommends approval for Case 050-23 (7 in Favor, 0 Opposed)

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

Case 050-23

NE Corner of Rob O'Brian Way and E 26th St-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial)-MGI Leasing Inc.

Wayne Stephenson, 302 S. Sergeant, Joplin, Missouri. Mr. Stephenson stated he was with GB Engineering and representing MGI Leasing. This property was annexed into the city as R-1 and they were requesting to rezone to M-2 to fit in with the rest of the industrial park. This parcel does have a project plan. It is a food liner trucking project. They have an office, three maintenance bays and two wash bays.

Mr. Kimble asked if there were any questions from the Commission on Case 050-23.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 050-23.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 050-23.

There were none.

MR. LANDIS MOVED THAT CASE 050-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. JACKSON SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Z&P Meeting: November 13, 2023
City Council Meeting: December 4, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 050-23 A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial)

LOCATION NE Corner of Rob O'Brian Way and E 26th St

APPLICANT MGI Leasing Inc.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 11 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	Outside City Limits	R-1	M-2
Land Use	Vacant	Vacant/Single-Family Home	Vacant	Manufacturing

FUTURE LAND USE

The property is identified as an Industrial Opportunity Zone on the future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Rob O'Brian Way	Local	90′
E 26th St	Local	70′

UTILITIES

Sanitary Sewer will need to be extended to the site.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map identifies the area as an Industrial Opportunity Zone for future Industrial Development. This area is also within the Joplin Industrial Development Authority, which means any future development must also be compliant with JIDA's development regulations, along with the City's.

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

Located in the Industrial Park, this property is best suited for manufacturing, storage/warehousing, or other heavy industrial uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Future development may impact property directly East of this Parcel. The property is located in the County, and does not have a City Zoning District, which means that the City cannot require buffering/screening for any future industrial development. Any decision to do so would be made through private agreement.

DISCUSSION

JIDA annexed the property in 2022. When property is annexed into the City's Corporate limits, it comes in as R-1 (Single-Family Residential). The property was never rezoned following the annexation. This parcel was sold to MGI Leasing, Inc. They are wanting to develop a truck stop on this site and will need to rezone the property in order to do so.

Staff recommends approval of Case 050-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 050-23
Filing Fee: $550.00
Received: 10/3/23
Date Advertised:
Proj. No.: 23-223
Public Hearing Date: 11/13/23

Applicant: Jim Kane Phone No.: 563-584-2626

Address: 501 Bell St. Suite #301, Dubuque, IA 52001 Email: jimkane@mccoygroup.com

Owner: MGI Leasing INC Phone No.:

Address: 2099 E Southpark CT Dubuque, IA 52003 Email:

Location of Property: 8261 E 26th St Joplin, MO 64804

Present Use of Property: Vacant Land

Proposed Use of Property: Tractor Trailer parking and repair

Current Zoning: R-1 Requested Zoning: M-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant Land	R-1 Applying for M-2
South	Vacant Land	M-2
East	Vacant Land	Jasper County
West	Industrial	M-2

Character of the Neighborhood: Joplin Industrial Park

Relationship to Existing Zoning Pattern:

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

If yes, explain: R-1 does not fit surrounding area(industrial park)

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: 26 th St, Rob O'Brian Way

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: 75', 75'

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

This property was annexed into the City of Joplin R-1.The JIDA is applying to have the property to the North rezoned M-2 as well.

_____

_____

_____

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

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

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

Signature: J. Kane **Date:** 9-29-23

Statement for Rezone Reasoning:

This property and the property to the north were annexed into the City limits as R1 under the current City annexation process; and need to me rezoned to M-2 to match the surrounding industrial park zoning. Both properties are currently applying for rezoning from R-1 to M-2.

This property will be used as a new Foodliner Trucking office and maintenance facility. Minimal traffic impact expected due to location of the facility within a master planned industrial development.

Legal Description:

A Tract of Land in the SE-1/4 of section 14, T27N, R32W of the 5th Principal base and meridian in Jasper County, Missouri, being more fully described as follows:

Commencing at the west quarter corner of the said section 14;

Thence S 88°50'48" E, 1329.20 feet to the southwest corner of said SE-1/2 of the NW-1/4, the point of beginning.

Thence N 01°41'01" E along the west line of said SE-1/4 of the NW-1/4 a distance of 917.42 feet.

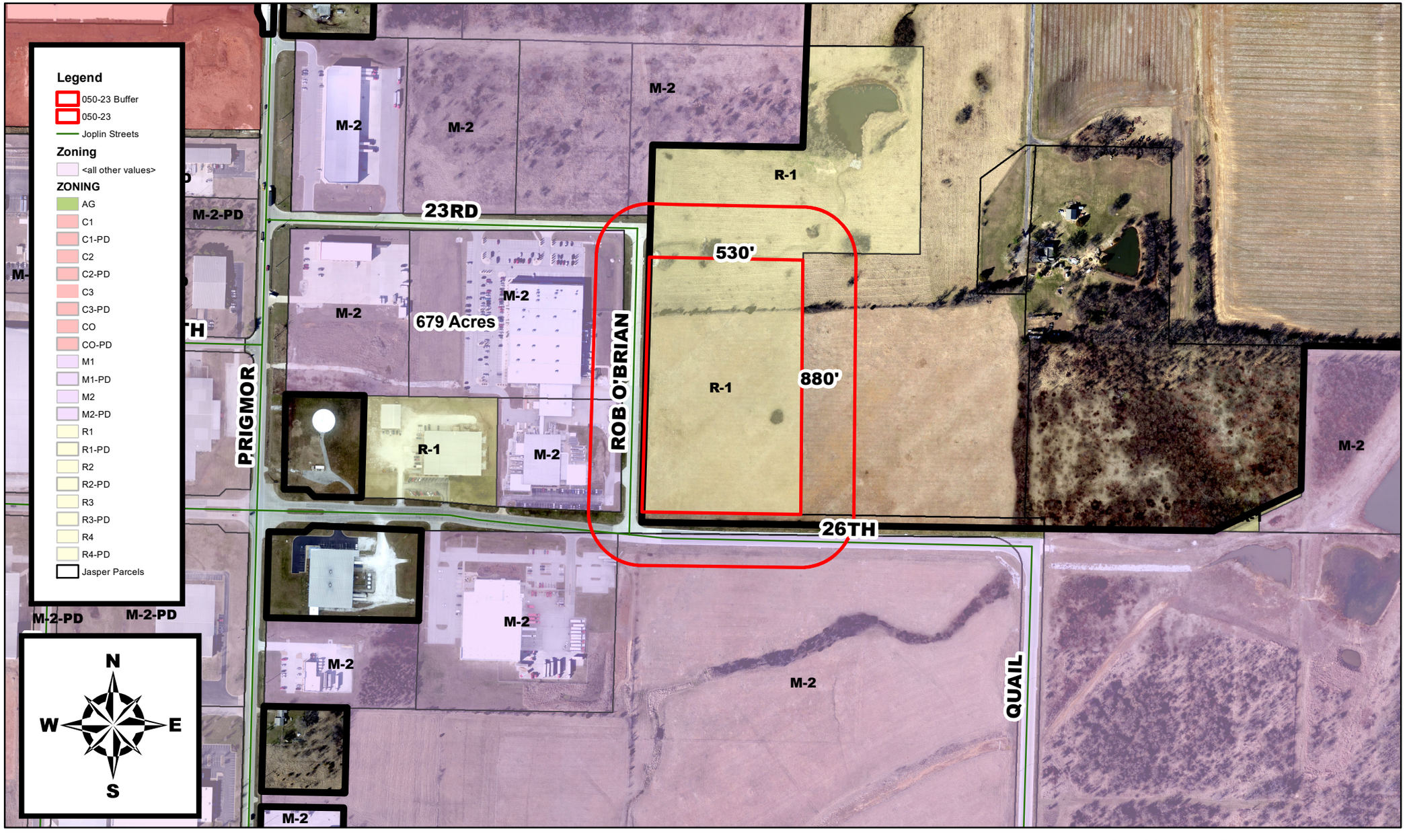
Thence S 88° 51'28" E, 531.89 feet

Thence S 01°41'48" W, 917.53 feet to a point on the south line of said SE-1/4 of the NW-1/4;

Thence N 88°50'48" W, 531.68 feet to the point of beginning

Containing 11.20 Acres (487,877 square feet), more or less.

Case 050-23: Rezoning



NE Corner of Rob O'Brian Way and E 26th St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) – MGI Leasing Inc.

P & Z Case 050-23
MGI Leasing Inc
(P & Z Recommend Approval)

COUNCIL BILL NO. 2023-295 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District M-2 (Heavy Industrial) property as described below and located at the NE Corner of Rob O'Brian Way and E 26th St.

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

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

A TRACT OF LAND IN THE SE-1/4 OF THE NW-1/4 OF SECTION 14, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 14; THENCE S 88°50'48"E, 1329.20 FEET TO THE SOUTHWEST CORNER OF SAID SE-1/4 OF THE NW-1/4, THE POINT OF BEGINNING; THENCE N 01°41'01"E ALONG THE WEST LINE OF SAID SE-1/4 OF THE NW-1/4, A DISTANCE OF 917.42 FEET; THENCE S 88°51'28"E, 531.89 FEET; THENCE S 01°41'48"W, 917.53 FEET TO A POINT ON THE SOUTH LINE OF SAID SE-1/4 OF THE NW-1/4; THENCE N 88°50'48"W, 531.68 FEET TO THE POINT OF BEGINNING. CONTAINING 11.20 ACRES (487,877 SQUARE FEET), MORE OR LESS. SUBJECT TO A UTILITY EASEMENT, 10.0 FEET IN WIDTH, CONTIGUOUS TO AND INSIDE THE ENTIRE PERIMETER. BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE.

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

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-296 – Rezoning Request

MEETING DATE:
December 4, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 051-23: SW Corner of S Montana Pl and E 24th St – Utility Easement Vacation – A request to vacate a 10' utility easement – Joel Standeford

BACKGROUND:

A utility easement sits on the center of the parcel located at the SW Corner of S Montana Pl and E 24th St. The owner of the property is seeking to build, and the utility easement will need to be vacated. There are no utilities located within the easement. No utilities are planning to locate within the easement. All utilities have consented to the vacation.

This vacation is sought to develop the empty parcel. Utilities are placed in the streets and alternative easements, with no intention to be placed on the subject easement.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Zach Black represented the property. Mr. Black stated the utility companies were not impacted by the requested vacation. Mr. Black is seeking to build a residential home at this location.

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

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-296
Planning & Zoning Commission recommends approval for Case 051-23 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 051-23

SW Corner of S Montana Pl and E 24th St-Utility Easement Vacation-A request to vacate a 10′ utility easement-Joel Standeford

Zach Black, 1704 S. St. Louis Ave. Joplin, Missouri. Mr. Black stated they completed the vacation of easement. It was sent to all the utilities, and it came back that there was not any affect to the utilities. They were requesting to build a residential property at this location.

Mr. Kimble asked if there were any questions from the Commission on Case 051-23.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 051-23.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 051-23.

There were none.

MR. JACKSON MOVED THAT CASE 051-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 051-23 A request to vacate a utility easement.

APPLICANT Joel Standeford

REPRESENTATIVE Joel Standeford

LOCATION SW Corner of S Montana Pl and E 24th St.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 10'X100'

REASON FOR VACATION

A utility easement sits on the center of the parcel located at the SW Corner of S Montana Pl and E 24th St. The owner of the property is seeking to build, and the utility easement will need to be vacated.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no utilities located within the easement. All utilities have consented to the vacation.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No utilities are planning to locate within the easement.

DISCUSSION

This vacation is sought to develop the empty parcel. Utilities are placed in the streets and alternative easements, with no intention to be placed on the subject easement.

Staff recommends approval of Case 051-23.

ENCLOSURES
- Application
- Map

Vacation of Streets or Easements Application

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

Office Use Only
Case No.: _____
Filing Fee: $550.00
Received: _____
Date Advertised: _____
Proj. No.: _____
Public Hearing Date: _____

Applicant: JOEL STANDEFORD Phone No.: 417-438-6081

Address: 423 E. 4TH St. SUITE #1 Email: _____

Owner: JOPLIN MO 64801 Phone No.: 417-438-6081

Address: " Email: _____

Location of Street or Easement: _____

Type of Vacation: Street (Easement) Alley Plat

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

Yes	No	
☒	☒	Private rights will not be injured or endangered by the vacation.
☐	☒	The vacation will not cause the public to suffer a loss or inconvenience.
☒	☐	In justice to the applicant(s) the vacation should be granted.

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

Yes	No	
☒	☐	Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.
☒	☐	Survey or such other drawing acceptable to the Director of Planning,

JOPLIN
MISSOURI

Vacation of Streets or Easements Procedures

Applicability. Vacation is the process to eliminate any plat, part of a plat, street, alley, utility easement, or public reservation of land. The application shall be made by the public entity owning the property interest in the property sought to be vacated or by all owners of lands adjoining on both sides of the street, alley or public reservation proposed to be vacated.

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

1. The application is in accordance with the comprehensive plan. In particular, the impact of the vacation on physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.
2. Compliance with the requirements of this code. In particular, the vacation is consistent with the intent and design objectives of the subdivision design standards.
3. The vacation reflects sound planning and urban design principles with respect to existing and potential development in the vicinity, including consideration of current and future streets, opens spaces, blocks, lots, and public utilities and facilities.
4. Any impacts identified by specific studies or technical reports are mitigated with generally accepted sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.
5. No private rights will be injured or endangered by the vacation.
6. The street, easement or other public reservation of land to be vacated no longer serves a public purpose.
7. All resulting lots and parcels are capable of meeting the intent and objectives of the applicable zoning districts and development standards.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to vacations:

1. Notice shall be published for two consecutive weeks in an official City newspaper. The notice shall state that an application for vacation has been filed in the office of the City Clerk, describing the property fully, and including all other information required for public hearings in Section 2.01.
2. The City Council or the Director may determine that it would be advisable to obtain the recommendation of Planning Commission concerning a vacation application prior to the public hearing before the City Council. In that event, the Planning Commission shall hold its own public hearing on the application according to the same procedures as City Council. At the conclusion of any such hearing, the Planning Commission shall submit its recommendation on the application to the City Council.
3. Approval of a vacation shall be by ordinance adopted by the City Council.

Effect of Decision. The vacation shall be effective on the date specified in the ordinance and after recording with the applicable county Recorder of Deeds. In approving a vacation, the City Council may place any conditions it deems necessary to protect the public health, safety and welfare, including the requirement for easements. The Director shall certify to the City Clerk when any conditions have been met and, upon such certification, the vacation may be recorded.

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

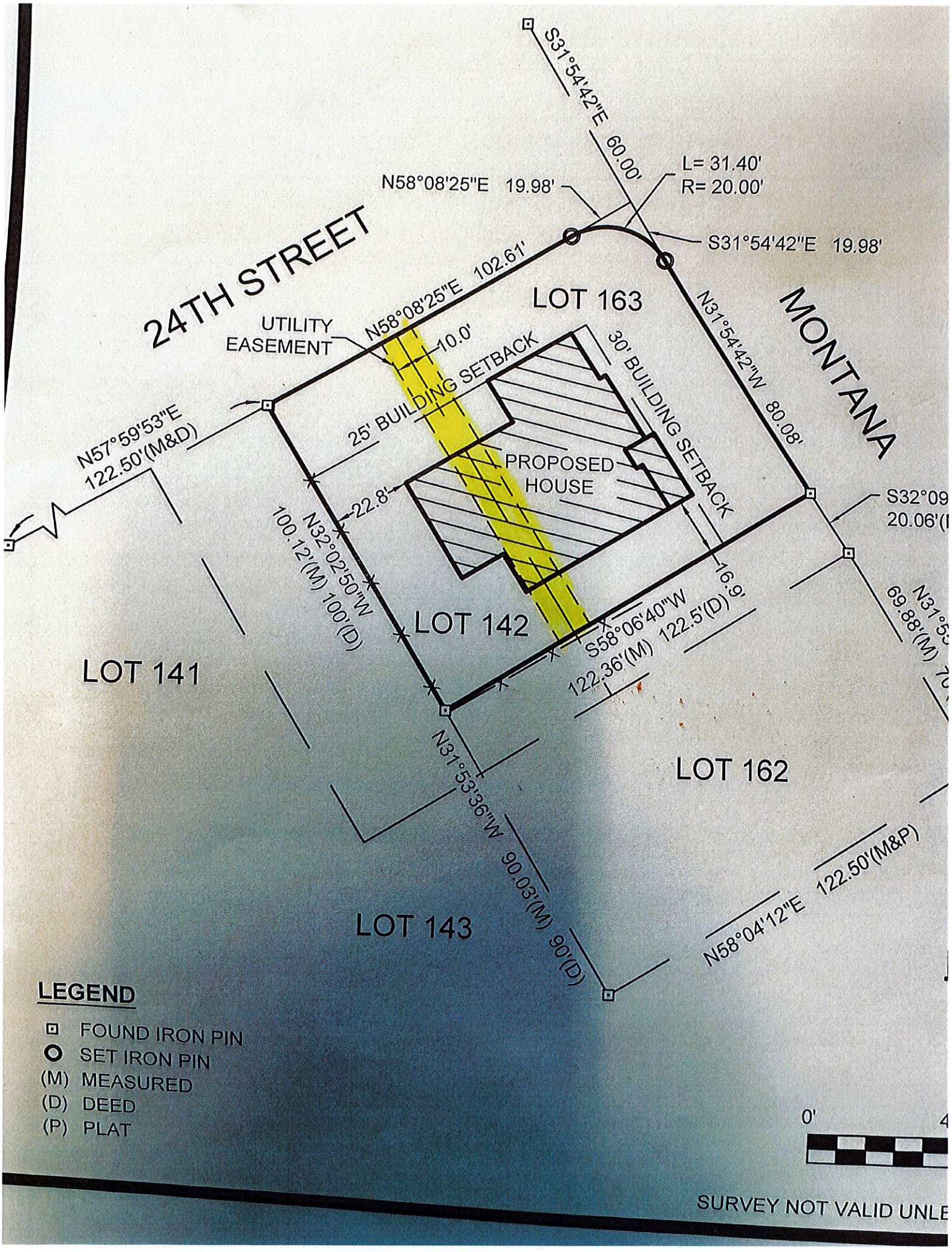
NA ☒ ☐ Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, who are not listed as an applicant, indicating their consent to the vacation.

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

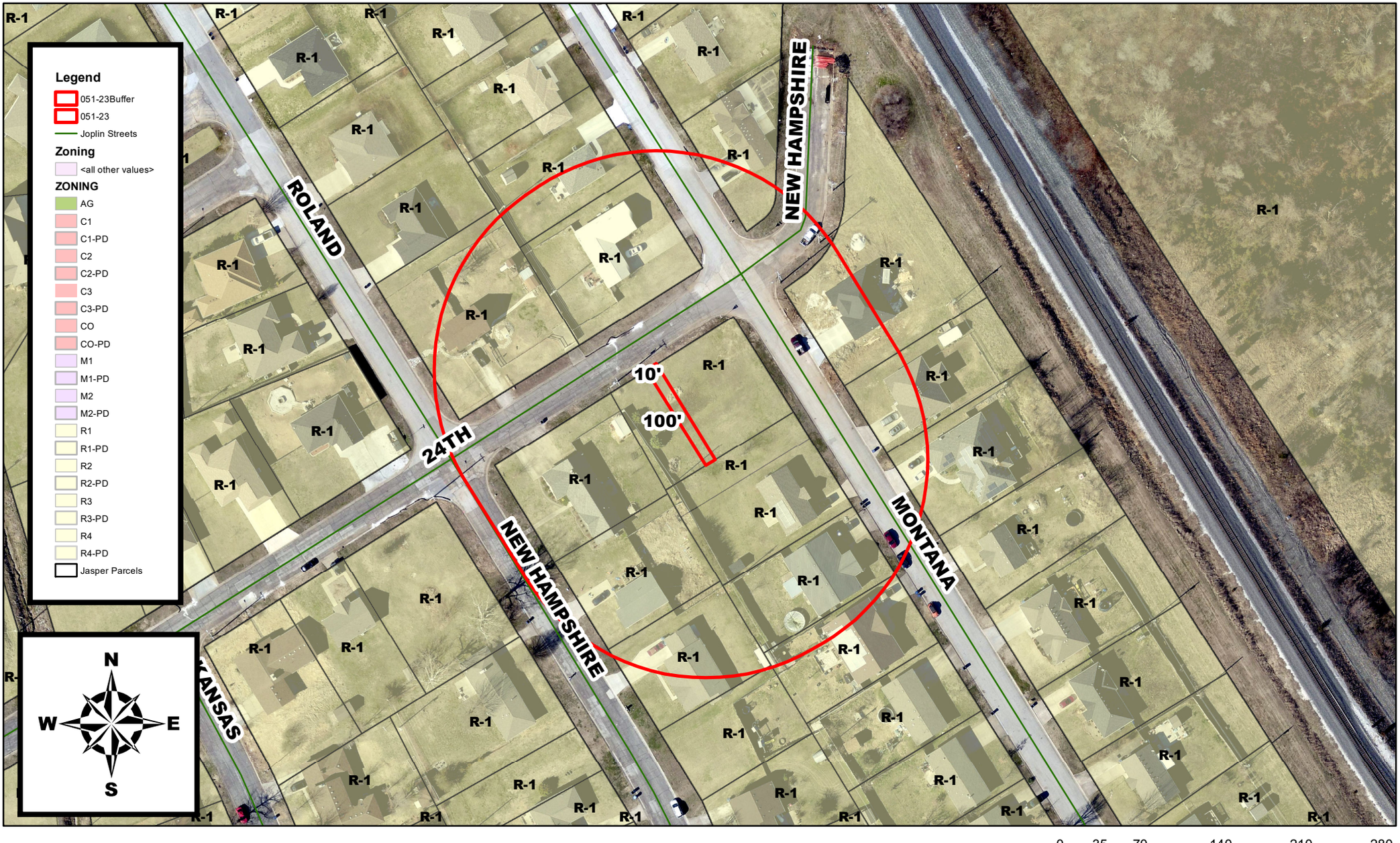
Utility	Contact	Email	Phone
✓ **AT&T**	Jon Fisk	jf4583@att.com	417-529-0840
✓ **MoAm Water***	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
✓ **Liberty Utilities (Power)**	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
NA **Republic Services (Trash)**			(800) 431-1507
✓ **Cable One/Sparklight**	Keri Bledsoe	keri.bledsoe@sparklight.biz	
✓ **Spire Energy (Gas)****	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

Signature: _____ **Date:** 10-2-23


S31°54'42"E 60.00'
L= 31.40'
R= 20.00'
N58°08'25"E 19.98'
S31°54'42"E 19.98'
24TH STREET
N58°08'25"E 102.61'
LOT 163
MONTANA
UTILITY EASEMENT
N58°08'25"E 10.0'
25' BUILDING SETBACK
30' BUILDING SETBACK
N31°54'42"W 80.08'
N57°59'53"E 122.50'(M&D)
PROPOSED HOUSE
22.8'
S32°09
20.06'(
N32°02'50"W 100.12'(M) 100'(D)
16.9'
LOT 142
S58°06'40"W 122.36'(M) 122.5'(D)
N31°5
69.88'(M)
LOT 141
LOT 162
N31°53'36"W 90.03'(M) 90'(D)
N58°04'12"E 122.50'(M&P)
LOT 143
LEGEND
FOUND IRON PIN
SET IRON PIN
(M) MEASURED
(D) DEED
(P) PLAT
0'
4
SURVEY NOT VALID UNLE

Case 051-23: Utility Easement Vacation



SW Corner of S Montana Pl and E 24th St – Utility Easement Vacation – A request to vacate a 10' utility easement - Joel Standeford

0 35 70 140 210 280
Feet

P & Z Case 051-23
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-296 ORDINANCE NO.

AN ORDINANCE providing to vacate a 10' utility easement, lying on property described as the SW Corner of S Montana Pl and E 24th St., City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a utility easement lying on property described as the SW Corner of S Montana Pl and E 24th St., City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

A 10 FOOT UTILITY EASEMENT LYING FIVE FEET ON THE EASTERLY SIDE OF LOT 142 AND FIVE FEET ON THE WESTERLY SIDE OF LOT 163 FOR THE ENTIRE LENTH OF SAID LOTS IN HARMONY HEIGHTWS SUBDIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-158 – is an agreement with Joplin Industrial Electric Co., Inc. for installation of upgrades for Supervisory Control and Data Acquisition (SCADA) system for the Turkey Creek Wastewater Treatment Facility (WWTF) and the Shoal Creek Wastewater Treatment Facility (WWTF), containing and emergency clause.

MEETING DATE
December 18th, 2023

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2023-158 Ordinance, Bid Documents, Agreement

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

SUMMARY
This Council Bill is for the approval of an agreement between the City of Joplin and Joplin Industrial Electric Co,. Inc. in the amount of One Million Ninety-Four Thousand Five Hundred Thirty-Four Dollars and Fifty Cents ($1,094,534.50) for a SCADA System at the Turkey Creek WWTF and the Shoal Creek WWTF.

BACKGROUND
City staff and its contractors are unable to perform proper maintenance on the current systems due to aging technology. There are no longer any companies that offer maintenance for the current systems. Staff have used the current SCADA at the City's twenty-seven Lift Stations since 2012 with great success. This system provides real-time information remotely. Bringing the treatment plants and lift stations onto the same platform will improve maintenance service and reliability throughout the system. The City of Joplin is regulated by the Missouri Department of Natural Resources and the Environmental Protection Agency for its Permit. The SCADA system is an integral part of this process with new security cameras and tech upgrades.

FUNDING SOURCE
Wastewater

RECOMMENDATION
Staff recommends approval of this Council Bill on an Emergency basis; being an ordinance dealing with appropriations, the availability of the equipment, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, specifically to allow the contractor to order equipment while quotes are valid.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

7231 E. 24th Street | Joplin, MO 64804 | 417.680.7200
Branch Offices: Kansas City, Rolla, Tulsa, Bentonville, and Springfield

Tabulation of Bids Summary

Project: **Joplin WWTF's SCADA Upgrades**
Location: **Joplin, MO**
Bid Date: **11/7/2023 10:30**
Estimate: **$850,000**
Engineers: **Jared Nichols, P.E., S.E.**

	JIE / ICS	H2O
BID AMOUNT FOR TURKEY CREEK WWTP SCADA WORK (Items 1-10)	**$ 243,627.00**	**$ 268,414.60**
BID AMOUNT FOR SHOAL CREEK WWTP SCADA WORK (Items 11-22)	**$ 255,999.50**	**$ 263,844.60**
BID AMOUNT FOR GENERAL ITEMS AND REMOTE SITES (Items 23 through 28)	**$ 594,908.00**	**$ 566,124.00**
TOTAL BID AMOUNT FOR ALL SECTIONS (Items 1 through 28)	**$ 1,094,534.50**	**$ 1,098,383.20**

This is to certify that at 10:30 am on November 7, 2023 at the City of Joplin, Public Works Department, the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions.

By: _____
Jared Nichols, P.E., S.E.
Vice President

SECTION 00 52 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
JOPLIN INDUSTRIAL ELECTRICAL, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Joplin Industrial Electric, Inc. Address: 2202 S. Prigmore Ave. Joplin, MO 64804	
Attention:		Attention: Jeff Cartright	
Department:		Phone: 417-623-3425	Fax: 417-623-1313
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:

Joplin WWTF's SCADA Upgrades

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 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Ninety-Four Thousand, Five Hundred Thirty Four and 50/100 ($1,094,534.50) 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 Million Ninety-Four Thousand, Five Hundred Thirty Four and 50/100 ($1,094,534.50) dollars, said amount being subject to any approved addenda or change order.

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

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

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the

Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

COUNCIL BILL NO. 2023-158 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Joplin Industrial Electric Co., Inc. in the amount of One Million Ninety-Four Thousand Five Hundred Thirty Four Dollars and Fifty Cents ($1,094,534.50) for Joplin WWTF's SCADA Upgrades 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 Joplin Industrial Electric Co., Inc. in the amount of One Million Ninety-Four Thousand Five Hundred Thirty Four Dollars and Fifty Cents ($1,094,534.50), 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 Wastewater Treatment Fund.

Section 4. That the City hereby declares that this Ordinance dealing with equipment necessary to maintain regulatory compliance, and the availability of the equipment, to be 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. Approval of this council bill on an emergency basis specifically, to allow the contractor to order equipment while quotes are valid.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2023-158

I hereby certify that a sufficient amount is available in the Wastewater Treatment Fund 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
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-159 Agreement for Sewer Service; and containing an emergency clause.

MEETING DATE
December 18th, 2023

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2023-159 Ordinance; Agreement for Sewer Service; Exhibit Map.

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

SUMMARY
This Council Bill approves an Agreement with Latasha Vick for Sewer Service to property located at 1901 Crow Road

BACKGROUND
Latasha Vick owns property located at 1901 Crow Road, (see Exhibit map for reference). A few months ago, Ms. Vick's home builder, Gary Rose Construction contacted City staff about connecting a newly built home to City sewer; the Owner still desires that the City of Joplin treat the sewage from this property. City staff support the idea, in exchange for payment of permit fees, inspection of the new connection onto the City's sewer main located within Crow Rd. right-of-way, along with homeowner's payment of regular sewer bills for the treatment and collection of the sewage. City staff have created an Agreement for Sewer Service which allows the Owner to connect to Joplin's sanitary sewer. The Agreement stipulates user rates, inspection fees, and that the Owner shall construct the on-site sewer system to City of Joplin standards. The Agreement also contains a clause concerning future annexation into the corporate limits of the City of Joplin. Approving this Agreement is consistent with Public Works' goal of providing the most reliable sewer service to the most possible users at the least possible cost.

FUNDING SOURCE
Privately funded by the Owner

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving a sewer use agreement on an emergency basis, in that said ordinance provides for the preservation of public health and safety and is considered to be, an emergency per section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Specifically, approval of this council bill on an emergency basis allows the owner to occupy residence that does not have sewer.

AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT made and entered into this _____ day of _____, 20_____, by and between Latasha Vick, of the County of Newton (hereinafter referred to as "Grantor"), and the City of Joplin, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantee"). Grantee's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantor owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantee, said real estate being described as follows:

[See the Property's Legal Description, attached as Exhibit "A"]

WHEREAS, Grantor desires that Grantee treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1. Connection to Joplin Public Sewer System. Grantor shall, at its expense, cause its sewage collection system on and from the Property to be connected to the Joplin Public Sewer System at such place or places as required by Grantee. Grantor shall, at its expense, obtain any and all necessary easements for connection of its sewage collection system to the Joplin Public Sewer System.

2. Sewage Collection System. Grantor shall, at its expense, provide a sewage collection system on and from the Property, and any Joplin Public Sewer System extension required by Grantee, all of which are to be constructed by Grantor in accordance with the following requirements:

a. Grantor shall submit the plans and specifications for its sewage collection system for review by Grantee. Grantor shall not proceed unless Grantee has approved Grantor's plans and specifications.

b. Grantor shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1. Grantor shall provide Grantee with proof of said recording.

c. Prior to any construction, Grantor must obtain a building permit from Grantee.

d. During all construction, Grantor shall comply with all conditions of its building permit, including fees and inspections. As an alternative to Grantee inspections, Grantor may use an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantor with a copy thereof to be given to Grantee. Engineer's approval must certify that all conditions of Grantor's building permit have been satisfied, including fees and inspections. Grantor shall also provide Grantee with drawings of the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantee at that time.

e. Grantor shall obtain all permits and inspections, and pay all fees, required under the terms of this agreement prior to connecting its sewage collection system to the Joplin Public Sewer System.

f. ~~Upon connection of Grantor's sewage collection system to the Joplin Public Sewer System, all right, title, and interest in any sewer main lines of Grantor's sewage collection system shall belong to City without compensation to Grantor~~. However, Grantor shall retain all right, title, and interest in any sewer lateral lines of Grantor's sewage collection system.

3. Maintenance and Repair of the Property's Sewage Collection System. Grantee shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Grantor shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral lines.

4. Discharge Requirements. Grantor must comply with the discharge requirements of the City of Joplin Code of Ordinances.

5. Rates for Service. Grantor shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances.

6. Payment Schedule. Grantor shall pay Grantee for any fees assessed pursuant to paragraph 5 herein within 30 days of invoice.

7. Development of the Property. Grantor agrees that the Property is governed by the City of Joplin Code of Ordinances, including but not limited to building, electric, mechanical, plumbing, and zoning requirements. Grantor agrees that any construction or

development of the Property shall conform to all requirements of said City of Joplin Code of Ordinances. Grantor agrees that any construction or development of the Property shall conform with Grantee's Standard Specifications. Grantee's employees and agents shall have the same authority on the Property as if it were located inside the present corporate limits of Grantee. Any costs or fees associated with the City of Joplin Code of Ordinances shall be charged and paid as if the Property were located inside the present corporate limits of Grantee. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. To the extent allowed by law, Grantee may annex the Property into the City of Joplin without further action of Grantor, after the Property becomes contiguous to the corporate limits of the City in accordance with Section 71.012, RSMo.

b. Grantor irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Joplin. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Grantor shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Grantor to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Grantor agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

9. Amendments. The covenants and obligations herein contained are the full and complete terms of this agreement, and no alteration, amendments, or changes to such

terms shall be binding unless first reduced to writing and executed with the same formality as this agreement.

10. Binding Effect. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

11. Compliance with Law. Grantor shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

12. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

13. Governing Law. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

14. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

15. Indemnification. Grantor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Grantee, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Grantee, its agents or employees, or Grantor, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this agreement.

16. Severability. The clauses of this agreement are independent and several and should any part or portion of this agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the agreement, and it shall remain in full force and effect.

17. Waiver. Grantee's rights under this agreement shall not be affected by its prior failure to require the performance by Grantor, nor shall the waiver by Grantee of a

breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this agreement.

18. Termination. Grantee may terminate this agreement upon the failure of Grantor to comply with the terms of this agreement or any amendments thereto after sixty (60) days' notice by Grantee to Grantor.

19. Effective Date. This agreement shall be in full force and effect after passage of an appropriate ordinance by Grantee.

IN WITNESS THEREOF, this Agreement is executed this _____ day of _____ , 202_____.

GRANTOR

Latasha Vick, 1901 Crow Rd.
County of Newton

_____
Authorized representative and member

ATTEST:

_____
Secretary

GRANTEE

CITY OF JOPLIN, MISSOURI,
A Missouri Municipal Corporation

_____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

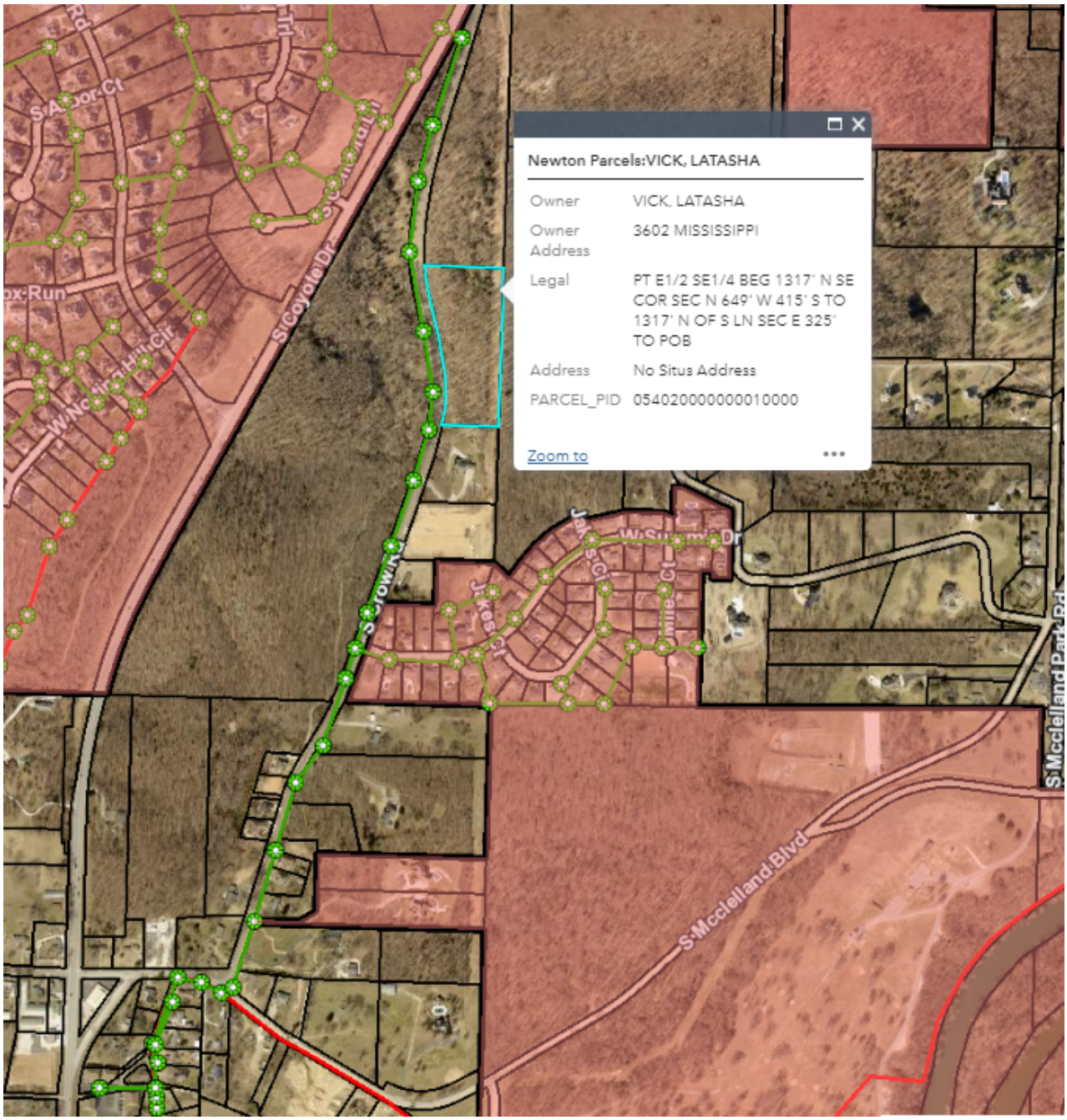
STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me personally appeared _____, authorized representative and member of **Latasha Vick**, of the County of Newton, personally known to me to be the person who executed the foregoing **Agreement for Out-of-Town Sewer Service** as Grantor and acknowledged to me that he executed the foregoing instrument as his free act and deed as authorized representative and member of **Latasha Vick**, of the County of Newton.

IN TESTIMONY WHEREOF**,** I have subscribed my name and affixed my official seal in the city or county and State aforesaid, on the day and year above written.

_____
Notary Public

My Commission Expires:



CB 2023-154 EXHIBIT MAP

COUNCIL BILL NO. 2023-159 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Latasha Vick to provide sanitary sewer to property located at 1901 Crow Rd., 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 Latasha Vick to provide sanitary sewer to property located at 1901 Crow Rd, 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 the City hereby declares that this Ordinance dealing with the general health and safety of the citizens of the City of Joplin, Missouri, is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, approval of this council bill on an emergency basis allows the owner to occupy residence that does not have sewer.

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

_____, 2023 by a _____ vote.

ATTEST: _____
Douglas W. Lawson, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2023-407 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
December 18, 2023

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation for 2023 Community Development Block Grant funds.

BACKGROUND;
The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system. The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. The funds will be used to pay for personnel and office expenses.

FUNDING SOURCE
This Council Bill provides Fifty Thousand Dollars and Zero Cents ($50,000.00) from Community Development Block Grant B23MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2023 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

ATTACHMENTS
Coordinated Entry Agreement
CB 2023-407 Ordinance

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2023 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2024 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2023 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties
Tammy Walker	Oversight and Reporting
Shonna Greninger	Housing Resource Coordinator
April Crossno	Housing Case Manager

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2024 and end on the 31st day of December of 2024.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-23-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($50,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Fifty Thousand Dollars and no cents $ 50,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Ryan Peterson
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801

Phone: (417) 624-0820	Phone: 417 781-0352
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28;
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour

and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons

residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2024

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Officer
Director of Planning, Development, and Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: Ryan Peterson, Chief Executive

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____John Joines _____and I am the __Chief Executive Officer____ of ___Economic Security Corporation). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2023-407 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2023 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

_____
Douglas L. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-408 – approving a public service agreement to fund the Homeless Management Information System

MEETING DATE
December 18, 2023

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

SUMMARY
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2023 Community Development Block Grant funds.

BACKGROUND
The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness. The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

FUNDING SOURCE
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B23MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2023 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

ATTACHMENTS
CB 2023-408 Ordinance
2023 Homeless Coalition Agreement

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2023 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2024 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2023 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Robin Smith	Chair	N/A

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2024 and end on the 31st day of December of 2024.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-23-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Robin Smith
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1601 S. Wall Avenue
Joplin, Missouri 64801	Joplin, Missouri 64804
Phone: (417) 624-0820	Phone: 417-782-9899
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S.

Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section

104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this

contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the

CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in

violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood

insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2024

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____Robin Smith _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2023-408 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2023 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City;

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2023 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

_____
Douglas L. Lawson, Mayor

ATTEST:

_____ Holly
Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-542 – Approving the Salary Administration Plan for Classified and Unclassified positions

MEETING DATE
December 18, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-542 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the Salary Administration Plan for Classified and Unclassified positions effective November 1, 2024.

BACKGROUND
During the budget work sessions, City Council informally approved a 2% inflation adjustment (COLA) to the Salary Administration Plan for general, police and fire employees, effective November 1, 2023. Additionally, Council moved to increase the general steps from 2.5% to 3%. City Council adopted said pay plans with the 2% inflation adjustment and 3% steps for general employees on October 16, 2023. City Council has now indicated the desire to discuss changing the steps for general employees back to 2.5% from 3%, reflecting a one-year change only.

In order to grant the step increases that have already begun throughout the remainder of the fiscal year, the current pay plan is required to remain in place through October 31, 2023. Therefore, this council bill adopts a new Salary Administration Plan for Classified and Unclassified general employees effective November 1, 2024.

This change will again result in pay for general employees falling in between steps. Consequently, if step increases are granted for fiscal year 2025, general employees will receive the increment to move them to the closest step, plus their corresponding 2.5% step increase on their anniversary date. The cost impact of this will not be known until the FY2025 budget is developed due to changes in personnel that occur throughout the year. It took an estimated two weeks of staff time to implement the change in step plan for November 1, 2023.

FUNDING SOURCE
This item will be included in the FY2025 Budget. The cost impact is unknown at this time.

RECOMMENDATION

Staff makes no recommendation and presents this for council consideration on first reading.

COUNCIL BILL NO. 2023-542 ORDINANCE NO.

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; and setting a date when this Ordinance shall become effective.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2023-159 effective November 1, 2023; and,

WHEREAS, the City Council desires to change the step increase for general employees from 3% to 2.5% effective November 1, 2024; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

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

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on November 1, 2024, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2024-2025, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the annual salary of certain Unclassified positions for Fiscal Year 2024-2025, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 5. That this ordinance shall become effective on November 1, 2024.

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

_____ day of _____, 2023.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2024

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
N1	Cook	$ 13.923	$ 14.271	$ 14.628	$ 14.994	$ 15.368	$ 15.753	$ 16.146	$ 16.550	$ 16.964	$ 17.388	$ 17.823	$ 18.268	$ 18.725	$ 19.193	$ 19.673	$ 20.165	$ 20.669	
	Court Assistant I	$ 28,960	$ 29,684	$ 30,426	$ 31,187	$ 31,966	$ 32,765	$ 33,585	$ 34,424	$ 35,285	$ 36,167	$ 37,071	$ 37,998	$ 38,948	$ 39,921	$ 40,919	$ 41,942	$ 42,991	
	Custodian																		
	Transit Dispatcher																		
N2	Administrative Assistant	$ 15.037	$ 15.413	$ 15.798	$ 16.193	$ 16.598	$ 17.013	$ 17.438	$ 17.874	$ 18.321	$ 18.779	$ 19.248	$ 19.730	$ 20.223	$ 20.728	$ 21.247	$ 21.778	$ 22.322	
	Breastfeeding Peer Counselor Coordinator	$ 31,277	$ 32,059	$ 32,860	$ 33,682	$ 34,524	$ 35,387	$ 36,271	$ 37,178	$ 38,108	$ 39,060	$ 40,037	$ 41,038	$ 42,064	$ 43,115	$ 44,193	$ 45,298	$ 46,430	
	Court Compliance Officer I																		
	Laborer I																		
	Police Services Assistant																		
	Tourism Assistant																		
	Transit Driver I																		
	Utility Locator																		
	Wastewater Laboratory Assistant																		
	WIC Certifier																		
N3	Automotive Service Worker	$ 16.240	$ 16.646	$ 17.062	$ 17.488	$ 17.926	$ 18.374	$ 18.833	$ 19.304	$ 19.787	$ 20.281	$ 20.788	$ 21.308	$ 21.841	$ 22.387	$ 22.946	$ 23.520	$ 24.108	
	Court Assistant II	$ 33,779	$ 34,623	$ 35,489	$ 36,376	$ 37,285	$ 38,218	$ 39,173	$ 40,152	$ 41,156	$ 42,185	$ 43,240	$ 44,321	$ 45,429	$ 46,564	$ 47,728	$ 48,922	$ 50,145	
	Engineering Assistant																		
	Laborer II																		
	Recreation Leader																		
	Transit Driver II																		
N4	Accounting Specialist	$ 17.539	$ 17.977	$ 18.427	$ 18.888	$ 19.360	$ 19.844	$ 20.340	$ 20.848	$ 21.370	$ 21.904	$ 22.451	$ 23.013	$ 23.588	$ 24.178	$ 24.782	$ 25.402	$ 26.037	
	Airport Operations Worker	$ 36,481	$ 37,393	$ 38,328	$ 39,286	$ 40,268	$ 41,275	$ 42,307	$ 43,365	$ 44,449	$ 45,560	$ 46,699	$ 47,866	$ 49,063	$ 50,290	$ 51,547	$ 52,835	$ 54,156	
	Assistant City Clerk																		
	Communications Specialist																		
	Court Compliance Officer II																		
	Crime Analyst/Accreditation Coordinator																		
	CVB Marketing Specialist																		
	Engineering Technician																		
	Equipment Operator																		
	Evidence Technician																		
	HR Specialist																		
	Interactive Communications Specialist																		
	Legal Specialist																		
	Neighborhood Improvement Officer																		
	Park Ranger																		
	Parks Caretaker																		
	Public Safety Communications Operator I																		
	Recreation Coordinator																		
	Transit Driver III																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 1, 2024
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
	Wastewater Laboratory Technician																		
	Wastewater Plant Operator																		
	Wastewater Plant Utility Worker																		
N10	Airport Police Officer	$ 19.293	$ 19.775	$ 20.270	$ 20.776	$ 21.296	$ 21.828	$ 22.374	$ 22.933	$ 23.506	$ 24.094	$ 24.697	$ 25.314	$ 25.947	$ 26.595	$ 27.260	$ 27.942	$ 28.640	
	Animal Control Officer	$ 40,129	$ 41,132	$ 42,161	$ 43,215	$ 44,295	$ 45,402	$ 46,538	$ 47,701	$ 48,893	$ 50,116	$ 51,369	$ 52,653	$ 53,969	$ 55,318	$ 56,701	$ 58,119	$ 59,572	
	Building Inspector																		
	Building Maintenance Technician																		
	Construction Inspector																		
	Detention Officer																		
	Environmental Public Health Specialist I																		
	Executive Asst/Secretary to City Manager																		
	Heavy Equipment Operator																		
	Parks Facilities Maintenance Technician																		
	Public Safety Communications Operator II																		
	Traffic, Markings and Sign Technician																		
N11	Automotive Technician II	$ 21.222	$ 21.753	$ 22.297	$ 22.854	$ 23.425	$ 24.011	$ 24.611	$ 25.226	$ 25.857	$ 26.504	$ 27.166	$ 27.845	$ 28.541	$ 29.255	$ 29.986	$ 30.736	$ 31.504	
	Communications Technician	$ 44,142	$ 45,246	$ 46,377	$ 47,536	$ 48,725	$ 49,943	$ 51,191	$ 52,471	$ 53,783	$ 55,127	$ 56,506	$ 57,918	$ 59,366	$ 60,850	$ 62,372	$ 63,931	$ 65,529	
	Environmental Public Health Specialist II																		
	GIS Technician																		
	Lead Animal Control Officer																		
	Lead Building Inspector																		
	Lead Case Investigator/Contact Tracer																		
	Lead Cemetery Caretaker																		
	Lead Parks Caretaker																		
	Nutritionist I																		
	Project Coordinator																		
	Property Negotiator/Appraiser																		
	Traffic Signal Technician																		
	Wastewater Plant Technician																		
	Wastewater Pretreatment Technician																		
N20	Airport Operations Supervisor	$ 22.283	$ 22.840	$ 23.411	$ 23.997	$ 24.597	$ 25.211	$ 25.842	$ 26.488	$ 27.150	$ 27.829	$ 28.524	$ 29.238	$ 29.969	$ 30.718	$ 31.486	$ 32.273	$ 33.080	$ 33.907
	Chief Wastewater Plant Operator	$ 46,349	$ 47,508	$ 48,696	$ 49,913	$ 51,161	$ 52,440	$ 53,751	$ 55,095	$ 56,472	$ 57,884	$ 59,331	$ 60,814	$ 62,334	$ 63,893	$ 65,490	$ 67,127	$ 68,806	$ 70,526
	Chief Wastewater Plant Technician																		
	Community Health Planner/Educator																		
	Jail Shift Supervisor																		
	Nutritionist II																		
	Transit Driver Supervisor																		
	Utility Billing Supervisor																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
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	Wastewater Laboratory Supervisor																		
	Wellness Coordinator																		
N21	Accountant I (E)	$ 24.512	$ 25.124	$ 25.752	$ 26.396	$ 27.056	$ 27.733	$ 28.426	$ 29.137	$ 29.865	$ 30.612	$ 31.377	$ 32.161	$ 32.965	$ 33.789	$ 34.634	$ 35.500	$ 36.388	$ 37.297
	Community Health Nurse (E)	$ 50,984	$ 52,259	$ 53,565	$ 54,904	$ 56,277	$ 57,684	$ 59,126	$ 60,604	$ 62,119	$ 63,672	$ 65,264	$ 66,896	$ 68,568	$ 70,282	$ 72,039	$ 73,840	$ 75,686	$ 77,578
	Fire Apparatus Fleet Manager																		
	IT Analyst																		
	Land Surveyor																		
	Planner																		
	Plans Reviewer																		
	Public Safety Communications Supervisor																		
	Recycling Coordinator (E)																		
	Wastewater Pretreatment Inspector																		
N22	Accountant II (E)	$ 26.963	$ 27.637	$ 28.328	$ 29.036	$ 29.762	$ 30.506	$ 31.269	$ 32.050	$ 32.851	$ 33.673	$ 34.515	$ 35.377	$ 36.262	$ 37.168	$ 38.098	$ 39.050	$ 40.026	$ 41.027
	Assistant CVB Director/Director of Sales (E)	$ 56,083	$ 57,485	$ 58,922	$ 60,395	$ 61,905	$ 63,452	$ 65,039	$ 66,664	$ 68,331	$ 70,039	$ 71,790	$ 73,585	$ 75,425	$ 77,310	$ 79,243	$ 81,224	$ 83,255	$ 85,336
	Building Maintenance Supervisor (E)																		
	Communications Technician Manager																		
	Fleet Maintenance Supervisor (E)																		
	Golf Course Professional (E)																		
	HR Safety Manager (E)																		
	Jail Administrator (E)																		
	Neighborhood Improvement Supervisor (E)																		
	Regional Response Planner																		
	Transportation Coordinator (E)																		
N23	Assistant Wastewater Plant Superintendent (E)	$ 29.659	$ 30.400	$ 31.161	$ 31.940	$ 32.738	$ 33.556	$ 34.395	$ 35.255	$ 36.137	$ 37.040	$ 37.966	$ 38.915	$ 39.888	$ 40.885	$ 41.907	$ 42.955	$ 44.029	$ 45.130
	Athletic Facilities Superintendent (E)	$ 61,691	$ 63,233	$ 64,814	$ 66,434	$ 68,095	$ 69,797	$ 71,542	$ 73,331	$ 75,164	$ 77,043	$ 78,969	$ 80,944	$ 82,967	$ 85,041	$ 87,167	$ 89,347	$ 91,580	$ 93,870
	Cemetery Superintendent (E)																		
	Emergency Management Coordinator (E)																		
	Financial Analyst (E)																		
	Golf Course Superintendent (E)																		
	Infrastructure Maintenance Supervisor (E)																		
	Medical Services Coordinator (E)																		
	Museum Curator (E)																		
	Network Administrator																		
	Parks Superintendent (E)																		
	Public Information Officer (E)																		
	Public Safety Communications Manager (E)																		
	Webmaster (E)																		
	WIC Services Coordinator (E)																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
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N24	Airport Manager (E)	$ 32.625	$ 33.441	$ 34.277	$ 35.133	$ 36.012	$ 36.912	$ 37.835	$ 38.781	$ 39.750	$ 40.744	$ 41.763	$ 42.807	$ 43.877	$ 44.974	$ 46.098	$ 47.251	$ 48.432	$ 49.643
	Assistant City Prosecutor (E)	$ 67,860	$ 69,556	$ 71,295	$ 73,078	$ 74,905	$ 76,777	$ 78,697	$ 80,664	$ 82,681	$ 84,748	$ 86,866	$ 89,038	$ 91,264	$ 93,546	$ 95,884	$ 98,281	$ 100,738	$ 103,257
	Capital Improvement Project Manager (E)																		
	Chief Building Official (E)																		
	Civil Engineer I (E)																		
	Infrastructure Superintendent (E)																		
	Police Captain (E)																		
	Wastewater Plant Superintendent (E)																		
N30	Assistant Director of Health (E)	$ 35.887	$ 36.785	$ 37.704	$ 38.647	$ 39.613	$ 40.603	$ 41.618	$ 42.659	$ 43.725	$ 44.818	$ 45.939	$ 47.087	$ 48.265	$ 49.471	$ 50.708	$ 51.976	$ 53.275	$ 54.607
	Assistant Director of Planning, Development (E)	$ 74,646	$ 76,512	$ 78,425	$ 80,385	$ 82,395	$ 84,455	$ 86,566	$ 88,730	$ 90,949	$ 93,222	$ 95,553	$ 97,942	$ 100,390	$ 102,900	$ 105,473	$ 108,109	$ 110,812	$ 113,582
	Assistant Director of Public Works-Operations (E)																		
	Assistant Finance Director (E)																		
	Assistant Parks Director (E)																		
	City Prosecutor (E)																		
	Civil Engineer II (E)																		
	Deputy Fire Chief (E)																		
N40	Assistant City Attorney (E)	$ 39.476	$ 40.463	$ 41.475	$ 42.512	$ 43.574	$ 44.664	$ 45.780	$ 46.925	$ 48.098	$ 49.300	$ 50.533	$ 51.796	$ 53.091	$ 54.418	$ 55.779	$ 57.173	$ 58.603	$ 60.068
	Assistant Director of Public Works-Engineering (E)	$ 82,110	$ 84,163	$ 86,267	$ 88,424	$ 90,635	$ 92,900	$ 95,223	$ 97,603	$ 100,044	$ 102,545	$ 105,108	$ 107,736	$ 110,429	$ 113,190	$ 116,020	$ 118,920	$ 121,893	$ 124,941
	Assistant Police Chief (E)																		
	* CVB Director (E)																		
	* Director of Communications (E)																		
	* Municipal Court Administrator (E)																		
N41	* Community Health Director (E)	$ 43.424	$ 44.509	$ 45.622	$ 46.763	$ 47.932	$ 49.130	$ 50.358	$ 51.617	$ 52.908	$ 54.230	$ 55.586	$ 56.976	$ 58.400	$ 59.860	$ 61.357	$ 62.891	$ 64.463	$ 66.074
	* Director of IT (E)	$ 90,321	$ 92,579	$ 94,894	$ 97,266	$ 99,698	$ 102,190	$ 104,745	$ 107,364	$ 110,048	$ 112,799	$ 115,619	$ 118,510	$ 121,472	$ 124,509	$ 127,622	$ 130,812	$ 134,083	$ 137,435
	* Director of Planning, Development and NI (E)																		
	* Finance Director (E)																		
	* Fire Chief (E)																		
	* HR Director/Risk Manager (E)																		
	* Parks & Recreation Director (E)																		
N42	* Assistant City Manager (E)	$ 47.766	$ 48.960	$ 50.184	$ 51.439	$ 52.725	$ 54.043	$ 55.394	$ 56.779	$ 58.198	$ 59.653	$ 61.145	$ 62.673	$ 64.240	$ 65.846	$ 67.492	$ 69.180	$ 70.909	$ 72.682
	* Police Chief (E)	$ 99,354	$ 101,837	$ 104,383	$ 106,993	$ 109,668	$ 112,409	$ 115,220	$ 118,100	$ 121,053	$ 124,079	$ 127,181	$ 130,361	$ 133,620	$ 136,960	$ 140,384	$ 143,894	$ 147,491	$ 151,178
	* Public Works Director (E)																		

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-614 – amending Article II. -Park Rules and Regulations in the Joplin City Code of Ordinances

MEETING DATE
December 4, 2023

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2023-614 Ordinance; Exhibit "A" Park Rules and Regulations revisions and additions to the Joplin City Code of Ordinance

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill looks to amend Chapter 86, Article II, Park Rules and Regulations. These include Section 86-31 Applicability and enforcement, Section 86-33 Hours, Section 86-34 Use of picnic areas, Section 86-35 Use of designated paths and drives, Section 86-36 Unauthorized sales, Section 86-42 Protection of birds, and Section 86-44 Erection of tents or other structures.

This Council Bill also looks the addition of new rules and regulations to Chapter 86, Article II, Park Rules and Regulations. These include Section 86-47 Unauthorized sleeping, camping, or long-term shelters, Section 86-48 Restrooms and washrooms, Section 86-49 Discarding refuse and trash, Section 86-50 Use of mobility aids, Section 86-51 Metal detectors and geocaching, and Section 86-52 Special use permit.

BACKGROUND
The Parks and Recreation Department is currently reviewing all operations within every division, which obviously includes our rules and regulations. It is key to review such policies to make sure we are current with the ever-changing trends in the parks and recreation field and the needs in our community. These revisions and additions were presented at the November 2023 Park Board, with an approved motion to recommend these changes.

FUNDING SOURCE
This has no effect on the current budget.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2023- ORDINANCE NO.

AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article II – Park Rules and Regulations.

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

Section 1. That Section 86-33 – Hours is hereby repealed, and a new Section 86-33 – Hours is enacted in lieu thereof as follows:

"Section 86-33 – Hours.

The City parks and parking lots used in conjunction therewith shall be closed to the public and no persons or vehicles shall be within the City parks or on parking lots used in conjunction therewith during the following periods of time, except as authorized in writing by the director of parks and recreation. All City parks and parking lots used in conjunction therewith shall be closed to the public from 10:00 P.M. to 6:00 A.M. The director of parks and recreation may close all or portions of any City park or parking lot used in conjunction therewith at any time if the director finds that doing so is necessary to protect the public health, safety, or welfare. It shall be unlawful for any person to enter or remain in a closed City park or any closed portion thereof."

Section 2. That Section 86-34 – Use of picnic areas is hereby repealed, and a new Section 86-34 – Use of park is enacted in lieu thereof as follows:

"Section 86-34 – Use of park.

(a) *Use of picnic areas.*

(1) *Use generally*. The director shall have the authority to regulate the activities in such picnic areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end.

(2) *Availability*. It shall be unlawful for any person in a park to violate the regulation that use of the individual fireplaces together with tables and benches follows generally the rule of "first-come, first-served," except in those cases where prior reservations have been made with the director.

(3) *Nonexclus*ivity. It shall be unlawful for any person in a park to use any portion of the picnic areas or any of the buildings or structures therein for the purpose of holding picnics to the exclusion of other persons, or to use such area and facilities for an unreasonable time if the facilities are crowded, except in those cases where prior reservations have been made with the director.

(4) *Duty of picnicker*. It shall be unlawful for any person in a park to leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, papers,

cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.

(b) *Use of designated paths and drives*. It shall be unlawful for any person to enter or leave any public park except by the walks, paths or drives provided therefor, or to drive any animal or vehicle anywhere in the park except in the drives provided therefor.

(c) *Permit*. A permit shall be obtained from the director before participating in any special use or activity in a park. A list of such uses and activities shall be kept on file in the office of the parks and recreation department."

Section 3. That Sections 86-36 – Unauthorized sales, 86-37 – Fortunetelling or games of chance, 86-38 – Intoxicating liquor prohibited; exceptions, 86-39 – Bathing or depositing articles in water, 86-40 – Unattended animals and vehicles, 86-41 – Protection of grass, 86-43 – Fires, 86-44 – Erection of tents or other structures, 86-45 – Public gatherings, and 86-46 – Launching inboard motor watercraft from park property are hereby repealed, and a new Section 86-36 – Prohibitions is enacted in lieu thereof as follows:

"Section 86-36 – Prohibitions.

(a) *General disfiguration and removal*. It shall be unlawful for any person in a park to mark, deface, disfigure, injure, tamper with or displace or remove, any building; bridges; tables; benches; fireplaces; railings; paving or paving material; water lines or other public utilities or parts or appurtenances thereof; signs, notices or placards, whether temporary or permanent; monuments; stakes; posts; or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

(b) *Injury, removal of natural features*.

(1) *Trees, shrubbery, lawns*. It shall be unlawful for any person in a park to damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds of, any tree or plant. Nor shall any person attach any rope, wire, or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area.

(2) *Removal, excavation of natural resources*. It shall be unlawful for any person in a park to dig or remove any beach sand, whether submerged or not, or any soil, rock, stones, trees, shrubs or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting, or other means or agency, except by specified written permit issued hereunder.

(c) *Climbing trees, monuments, etc.* It shall be unlawful for any person in a park to climb any tree or walk, stand or sit upon monuments, vases, fountains, railings, fences, sculptures, or upon any other property not designated or customarily used for such purposes. It shall be unlawful to tie or tether any object, including but not limited to hammocks and slacklines, to a tree, monument,

vases, fountains, railings, fences, goal posts or any other park fixture or natural feature. This section shall not prohibit the attachments of hammocks and slacklines to installed posts upon which signage indicates that the posts are for the placement of hammocks and slacklines.

(d) *Protection of animals and wildlife*. It shall be unlawful for any person to shoot at, catch or disturb any animals or wildlife belonging to, preserved or being in or about any public park, or to touch or destroy any habitat that animals and wildlife occupy.

(e) *Fires*. It shall be unlawful for any person in a park to build or attempt to build a fire except in such area and under such regulations as may be designated by the director. No person shall drop, throw, or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material, within any park area or on any highway, road or street abutting or contiguous thereto.

(f) *Discarding refuse and trash*. It shall be unlawful for any person in a park to bring or have brought in or to dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or refuse, or other trash on park property. No such refuse or trash shall be placed in any waters in or contiguous to any park, or left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided; where receptacles are not so provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

(g) *Water pollution, contamination*. It shall be unlawful for any person in a park to throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park or any tributary, stream, storm sewer, or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution, discoloration or contamination of said waters.

(h) *Restrooms and washrooms*. It shall be unlawful for any person in a park to fail to cooperate in maintaining park restrooms and washrooms in a neat and sanitary condition.

(i) *Erection of structures*. It shall be unlawful for any person in a park to construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across park lands, except or special written permit issued hereunder.

(j) *Metal detectors and geocaching*. It shall be unlawful to use metal detectors in a park without a permit. It shall be unlawful to place and leave caches or other containers for the purpose of geocaching or treasure hunting in a park without a permit.

(k) *Swimming and bathing*. It shall be unlawful for any person in a park to swim, bathe or wade in any waters or waterways in or adjacent to any park, except in such waters and at such places as are provided therefor, and in compliance with such regulations as are herein set forth or may be hereafter adopted. The director is authorized to establish rules for areas designated for swimming and bathing. It shall be unlawful for any person to fail to comply with posted rules at a designated swimming or bathing area.

(l) *Boating*. It shall be unlawful for any person in a park to bring into or operate any boat, raft or other water craft, whether motor-powered or not, upon any waters or waterways in or adjacent to any park, except in such waters and at such places as are provided therefor, and in compliance with such regulations as are herein set forth or may be hereafter adopted. The director is authorized to establish rules for areas designated boating. It shall be unlawful for any person to fail to comply with posted rules at a designated boating area.

(m) *Intoxicating liquor prohibited; exceptions*. No intoxicating liquor shall be sold or given away, or be brought into, used or drunk within any of the City Parks, except as provided by section 10-18 of this Code of Ordinances and that alcoholic beverages — beer only, may be sold by the City of Joplin upon the premises of Schifferdecker Golf Course for consumption thereon. Nothing herein shall be construed to, in any way, allow any person to bring intoxicating liquor or alcoholic beverages of any type whatsoever onto the golf course other than that which is purchased on the golf course premises from the city licensee.

(n) *Merchandising, advertising, and signs*.

(1) *Advertising generally*. It shall be unlawful for any person in a park to announce, advertise or call the public attention in any way to any article or service for sale or hire. An exception shall be granted to any regularly licensed concessionaire acting by and under the authority and regulation of the director, or pursuant to and in compliance with a permit.

(2) *Vending and peddling*. It shall be unlawful for any person in a park to expose or offer for sale any article or thing, or to station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. An exception is made as to any regularly licensed concessionaire acting by and under the authority and regulation of the director or pursuant to and in compliance with a permit.

(3) *Posting signs*. It shall be unlawful for any person in a park to paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever, or to erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to a park.

(o) *Public gatherings*. It shall be unlawful for any person to conduct any organized activity or event involving more than 30 persons without a permit.

(p) *Penalty*. Any person having been found guilty of any violation of this section shall be punished as provided in section 1-5 of this Code of Ordinances."

Section 4. That a new Section 36-37 – Camping is enacted as follows:

"(a) Purpose. The purpose of this chapter is to prevent harm to the health or safety of the public and to promote the public health, safety and general welfare by prohibiting camping and storage of personal property on public property, which interferes with the rights of others to use the area in the manner for which it is intended.

(b) Definitions. The following definitions are applicable to this Section:

"Available overnight shelter" means a public or private shelter, with an available overnight space, open to an individual experiencing homelessness at no charge. "Available overnight shelter" also includes a hotel or motel that is made available to an individual experiencing homelessness at no charge.

"Camp" means to pitch, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

"Camp facilities" include, but are not limited to, tents, huts, temporary shelters.

"Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks or cooking facilities or equipment.

"Park" means any publicly owned area controlled by the City or other governmental entity for park purposes. "Park" also includes all associated areas, including parking lots for parks.

"Public property" means any real property, building, structure, equipment, sign, shelter, vegetation, trail, and public open space, including all associated areas such as parking lots, controlled or owned by the City or any other governmental agency.

"Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

"Street" means any highway, lane, road, street, right-of-way, sidewalk, boulevard, alley, and every way or place in the City open as a matter of right to public pedestrian and vehicular travel.

(c) Unlawful camping or storage of personal property in public places. It shall be unlawful for any person to camp or to store personal property, including camp facilities or camp paraphernalia, in the following areas:

(1) Any park; or

(2) Any street; or

(3) Any public property, improved or unimproved.

(d) Penalty. Any person having been found guilty of any violation of this section shall be punished as provided in section 1-5 of this Code of Ordinances.

(e) Enforcement. A violation of this Section shall be enforced as follows:

(1) Prior to issuing any citation or arrest pursuant to this Section, the investigating officer shall inquire whether the unlawful camping and storage of personal property is due to homelessness. If the officer learns that such is the case, the officer shall determine, in accordance

with relevant department policy, there is available overnight shelter to accommodate the subject of the investigation. If the officer determines there is no available overnight shelter, the officer shall not issue a citation.

(2) If the officer determines there is available overnight shelter, the officer shall provide directions to the shelter location.

(3) Any individual who refuses to accept the shelter space offered is subject to citation or arrest pursuant to this Section."

Section 5. That a new Section 36-38 – Use of mobility aids is enacted as follows:

"Section 36-37 – Use of mobility aids.

(a) *Use of mobility aids*. Individuals with mobility disabilities are permitted to use wheelchairs and manually powered mobility aids, such as walkers, crutches, canes, braces, or other similar devices, designed for use by individuals with mobility disabilities in any area open to pedestrian use. Individuals with mobility disabilities are permitted to use power-driven mobility devices in any area open to pedestrian use in a park unless the director adopts a regulation pursuant to this section.

(b) *Regulations on use of power-driven mobility aids*. The director is authorized to establish regulations related to the use of a power-driven mobility device if the director determines that a particular power-driven mobility device cannot be operated in accordance with legitimate safety requirements. In determining whether to adopt a regulation related to the use of a power-driven mobility device in a specific park, the director shall consider:

(1) The type, size, weight, dimensions, and speed of the device;

(2) The park's volume of pedestrian traffic (which may vary at different times of the day, week, month, or year);

(3) The facility's design and operational characteristics (e.g., whether its service, program, or activity is conducted indoors, its square footage, the density and placement of stationary devices, and the availability of storage for the device, if requested by the user);

(4) Whether legitimate safety requirements can be established to permit the safe operation of the power-driven mobility device in the specific facility; and

(5) Whether the use of the power-driven mobility device creates a substantial risk of serious harm to the immediate environment or natural or cultural resources, or poses a conflict with federal land management laws and regulations.

A regulation adopted pursuant to this section shall be posted in the applicable park, the director's office and on the city's website.

(c) *Compliance with regulations required*. It shall be unlawful to use a power-driven mobility device in violation of a regulation adopted by the director."

Section 6. 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 _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-615 – amending Chapter 86 – Parks and Recreation, Article VI – Trails, Section 86-200 – Trail rules in the Joplin City Code of Ordinances

MEETING DATE
December 18, 2023

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2023-615 Ordinance; Exhibit "A" Trail Rules revisions and additions to the Joplin City Code of Ordinance

REVIEWED BY
Department Head: Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nick Edwards

SUMMARY
This Council Bill looks to amend Chapter 86 – Parks and Recreation, Article VI – Trails, Section 86-200 – Trail rules. These include the revision of "Hours of Operations" for trails and the addition of "Electrically-assisted pedal powered cycle on designated trails".

BACKGROUND
The Parks and Recreation Department is currently reviewing all operations within every division, which obviously includes our rules and regulations. It is key to review such policies to make sure we are current with the ever-changing trends in the parks and recreation field and the needs in our community. These revisions and additions were presented at the November 2023 Park Board, with an approved motion to recommend these changes.

FUNDING SOURCE
This has no effect on the current budget.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2023-615 ORDINANCE NO.

AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article VI – Trails, Section 86-200 – Trail rules.

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

Section 1. That Section 86-200 – Trail rules is hereby amended as follows:

"Section 86-200 – Trail rules.

(a) *Purpose.* To allow all users of the Joplin Parks and Recreation Trails system to enjoy safe and courteous use of the system.

(b) *Restrictions on trail use.* The following restrictions apply to all trails built or maintained by Joplin Parks and Recreation Department.

(1) *Hours of operation.* [~~Trails shall be open from sunrise to sunset except those trails located in Campbell Parkway which shall be closed from 11:00 p.m. to 5:00 a.m. from April 1st through October 31st and from 8:00 p.m. to 5:00 a.m. from November 1st through March 31st.~~] **The City trails and parking lots used in conjunction therewith shall be closed to the public and no persons or vehicles shall be within the City trails or on parking lots used in conjunction therewith during the following periods of time, except as authorized in writing by the director of parks and recreation. All City trails and parking lots used in conjunction therewith shall be closed to the public from 10:00 P.M. to 6:00 A.M. The director of parks and recreation may close all or portions of any City trail or parking lot used in conjunction therewith at any time if the director finds that doing so is necessary to protect the public health, safety, or welfare. It shall be unlawful for any person to enter or remain in a closed City trail or any closed portion thereof.**

(2) *Motorized vehicles restricted.* No person shall operate any motorized vehicle of any type whatsoever upon any Joplin Trail or rail corridor at any time, including, but not limited to: automobiles, trucks, farm or agricultural vehicles, motorcycles, motorbikes, motor-scooters, go-carts, golf carts, snowmobiles, motorized bicycles, motorized skateboards, mopeds or all-terrain vehicles. The following vehicles and uses are exempted from this prohibition: government maintenance vehicles, ambulance, law enforcement, fire or other emergency vehicles will be allowed to enter onto Joplin trails in the course of carrying out their official duties.

(3) *Allowed uses.* Bicycles, running, walking, skates, skateboards, nonmotorized scooters, and baby strollers are allowed on all trails at all times unless specifically prohibited and posted otherwise. All trail users will travel at safe speeds at all times. Bicyclists shall sound a warning prior to passing anyone.

(4) *Right-of-way.* In areas of mixed use, i.e., bicycles and pedestrians, bicycle or other wheeled traffic is to yield to pedestrians. All users should keep to the right except to pass.

(5) *Fires prohibited.* Fires are prohibited at any location and at all times within the rail corridor, trails, trail easements or trail facilities, including, but not limited to, parking areas, trail shoulders and borders, bridges and structures.

(6) *Trespass prohibited.* It is prohibited to trespass from trails onto adjacent private lands.

(7) *Stop required.* Trail users shall stop at all road and driveway crossings and yield to any motorized traffic, except where the trail or rail corridor takes precedence over a driveway crossing, in which case driveway users shall yield to trail or corridor users. Trails and highways will be posted with informational signs designating intersections.

(8) *Dogs on leashes.* Dogs on trails must be leashed at all times. Pet owners shall remove all waste.

(9) *Disorderly conduct prohibited.* Disorderly conduct of any kind is prohibited on the rail corridor and trails properties. Disorderly conduct includes, but is not limited to, making any coarse, annoying, derisive or obviously offensive utterance, gesture or display which tends to incite an immediate breach of the peace. Also, fighting, littering or abandonment of private property, making excessive or amplified noise that would tend to disturb the peace and quiet of adjacent residents or occupants, or any other activity that deliberately infringes on the ability of others to use or enjoy the trail or trails facilities.

(10) *Hazardous activities prohibited.* Hazardous activities of any kind are prohibited on the trails properties. Hazardous activities are defined as those activities, which might constitute or contribute to a hazard to the safety of any person. Such activities include, but are not limited to, use of fireworks or other explosives, use of remote-controlled craft, and sledding. Exceptions or additions to these restrictions may be made in specific locations or circumstances.

(11) *Vandalism prohibited.* Vandalism, property damage or removal of resources from facilities is prohibited on any trails property. It is unlawful to remove, damage, deface, mutilate or destroy any structure, poster, sign, marker, fence, gate furniture, vegetation, rock, or any object of scientific or historic value or interest.

(12) *Wildlife protected.* Wildlife is protected on all rail corridor and trails properties. Hunting, trapping, chasing, molesting, harming, removing, killing or otherwise disturbing wildlife on the trails is prohibited at all times and under all circumstances. Damaging or destroying the habitat of any species of wildlife is prohibited. Removing or destroying, native plants, bird or reptile eggs is prohibited. Nothing in this section shall prohibit trapping for research, management and monitoring purposes.

(13) *Littering and waste disposal prohibited.* Any disposal, depositing or abandonment of trash, garbage, grass cuttings, brush, tree limbs and branches, yard wastes, litter, waste paper, waste food products, human or animal wastes, toxic materials, oil and other mechanical waste products, animal parts, fire ash or other combustion byproducts, or other waste products on trails other than in designated containers and locations is prohibited.

(14) *Glass beverage containers prohibited.* No person shall use or possess any glass container for beverages upon any trail of the city.

(c) *Electrically-assisted pedal powered cycle on designated trails*.

(1) For purposes of this section, the following definitions apply:

"Cycle" shall mean any device upon which a person may ride; propelled by human power, having two (2) or more wheels, excluding wheelchairs.

"Electrically-assisted pedal powered cycle" is defined as a device weighing less than one hundred twenty-five (125) pounds, having two (2) or more wheels that are a minimum of sixteen (16) inches in diameter with fully operable pedals upon which a person may pedal the cycle, propelled by human power with the assistance of an electric motor of less than seven hundred fifty (750) watts or one horsepower (1 h.p.), whose maximum speed on a paved level surface, when powered solely by such a motor, is less than twenty (20) miles per hour.

(2) Rules applicable to electrically-assisted pedal powered vehicles are:

a. No person shall operate an electrically-assisted pedal powered cycle on a city trail or in a city park at speeds greater than fifteen (15) miles per hour; and

b. It shall be unlawful to operate an electrically-assisted pedal powered cycle on a city trail in a careless and imprudent manner."

Note: language which is **bold, underlined** has been added; language which is [~~bracketed, stricken~~] has been removed.

Section 2. 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 _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney