JOPLIN | BUILDING BOARD OF APPEALS

Building Board of Appeals

Meeting Minutes

March 24, 2023

Call to order

Mr. Denham called to order the regular meeting of the Building Board of Appeals on March 24, 2023.

Roll call

Mr. Denham conducted a roll call. The following persons were present: Kyle Denham, Garret Wagner, Lance Windsor, Gary Duncan, Assistant City Attorney, Jordan Paul, City Building Official Jeff Oliver and Administrative Assistant Vicky Copeland

Motion to Excuse

Mr. Duncan made a motion to excuse Mr. Tucker and Mr. Brown from the March 24, 2023, Regular Meeting and Mr. Wagner seconded the motion. (4 Aye, 0 Nay, 2 Absent)

Approval of Minutes

Mr. Windsor made a motion to approve the Regular Meeting of Building Board of Appeals minutes from February 24, 2023, and the Special Meeting of Building Board of Appeals minutes from March 13, 2023, and Mr. Wagner seconded the motion. (4 Aye, 0 Nay, 2 Absent) Motion carried.

Continued Items

Item 2913, 3615 S. Range Line Rd.

The owner of the property was not present at the meeting. Mr. Oliver stated he had received a phone call from a demolition contractor in Kansas City, Missouri. He said it sounded like work would progress. There had been no date committed. **Motion to continue Item 2913, 3615 S. Range Line Rd. to April 28, 2023, Board of Appeals meeting for progress report and demolition hearing made by Mr. Duncan. Seconded by Mr. Windsor. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 2947, 2408 Willard Ave.

The owner of the property was not present at the meeting. Mr. Oliver stated he had not had contact with the owner and the owner had not made any improvements to the residence since the last meeting. He left a letter on the front door, and he noticed a trailer located at the back of the residence. **Motion to continue Item 2947, 2408 Willard Ave. to April 28, 2023, Board of Appeals meeting for progress report and demolition hearing made by Mr. Wagner. Seconded by Mr. Duncan. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 2985, 130 S. Moffet Ave.

The owner of the property was not present at the meeting. Mr. Oliver received a call from the owner who stated he would be unable to attend the meeting. The owner had a theft of the tools from the residence. Mr. Oliver stated the owner only had permit for secondary structure only. **Mr. Duncan made a motion to continue Item 2985, 130 S. Moffet Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Wagner. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 2986, 302 S. Connor Ave.

Item 2987, 306 ½ S. Connor Ave.

Levi Babb, Blue Shutter Investments, owner of the properties was present. Mr. Babb stated himself, his attorney and Mr. Wicklund had conversations and a list of names of contractors were provided to him regarding the fire suppression system. He did get a permit and work should begin within two weeks. Labor is the main issue. He stated he had materials, doors, windows, and siding. Mr. Wagner asked if they were working right now. Mr. Babb said no. He stated the roof was done but they were waiting on the

weather to improve to repair the north foundation. Mr. Denham asked the cost factor. Mr. Babb stated that by eliminating the other building and only talking about the fire suppression system in the 302 building the costs had been cut significantly. Mr. Denham asked for a timeline to be provided at the April 28th meeting. Mr. Babb stated that he estimated 45 days for the exterior and the interior was waiting on sprinkler. Mr. Wagner stated the back door on the main building was open. Mr. Babb stated that had to happen last night. Mr. Babb said he thought the meeting with the City Officials and his attorney had been productive. **Mr. Wagner made a motion to continue Item 2986, 302 S. Connor Ave. and Item 2987, 306 ½ S. Connor Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Windsor. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 2990, 801, 803, 805 W. 1st St.

The owner of the property was not present at the meeting. Mr. Oliver stated he had contact with a foreman on sight. They were cleaning up. Mr. Oliver stated he did not have an additional update. **Mr. Windsor made a motion to continue Item 2990, 801,803, 805 W. 1st St. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3002, 301 S. Winfield Ave.

Anabell Lopez, 301 S. Connor Ave., Joplin, Mo. appeared on behalf of the property. Ms. Lopez stated they have a permit for the roof and windows and the trash is out of the inside of the residence. Mr. Denham asked the schedule for the roof. Ms. Lopez said she had the materials, but the weather has not been good. **Mr. Wagner made a motion to continue Item 3002, 301 S. Winfield Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3003, 129 S. Patterson Ave.

Kylin Smith, owner of the property was present. Ms. Smith stated the roof was completed, trash picked up and the contractor was two weeks out. She projected 60-90 days for completion. Mr. Oliver stated the owner just pulled permit for roof and needed to pull other permits. **Mr. Duncan made a motion to continue Item 3003, 129 S. Patterson Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Windsor. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3004, 630 S. Porter Ave.

Pham Thanh Cong & Cuc Thi, owner of the property was present at the meeting. The owner stated 75 % complete. The owner asked for additional time to complete the renovation. Mr. Oliver stated he believed the next inspection was the final. **Mr. Windsor made a motion to continue Item 3004, 630 S. Porter Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Wagner. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3010, 1116 S. Jackson Ave.

Amy Earp, owner of the property was not present. Mr. Oliver received email from Ms. Earp, and she informed Mr. Oliver the property had sold. Mr. Oliver requested information on the new owners. **Mr. Duncan made a motion to continue Item 3010, 1116 S. Jackson Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Wagner. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3011, 911 W. B St.

The owner of the property was not present at the meeting. Mr. Oliver stated there was a permit in place and the permit was still good. He said there was still work to be done and he has not had any correspondence with the owner since the last meeting. Mr. Oliver did express a security concern about the property. **Mr. Windsor made a motion to continue Item 3011, 911 W. B St. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3012, 832 S. Pennsylvania Ave.

Ron Bishop, 1702 Kentucky, Joplin, Mo, owner of the property was present. Mr. Denham stated it appeared as though demolition had started but stalled. Mr. Bishop stated they need larger equipment brought in closer to the house and needed the perimeter cleaned out. Mr. Bishop said they removed the porch and the trash from the back and sides. Mr. Bishop stated the timeline appeared to be another four weeks to get it demolished. Mr. Denham asked if this was the original demolition contractor that Mr. Bishop had discussed or was this from a City bid. Mr. Bishop stated this was the original demolition contractor. Mr. Denham stated he was sure the retaining wall made it difficult to get in larger equipment. Mr. Bishop said the retaining wall was a whole

different issue presenting a water run off problem. Mr. Oliver stated the demolition permit was only good for 30 days and he believe Mr. Bishop was set to expire soon. Mr. Oliver said the progress was very slow. He advised Mr. Bishop to come in and speak with Mr. Wicklund and ask for an extension. Mr. Bishop stated he was working with very limited funds. **Mr. Windsor made a motion to continue Item 3012, 832 S. Pennsylvania Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3013, 1731 S. Pennsylvania Ave.

Steve Mickles, owner of the property was not present. Mr. Denham asked for a Motion for a Dangerous Building Hearing on Item 3013, 1731 S. Pennsylvania. **Motion to hold a Demolition Hearing on Item 3013, 1731 S. Pennsylvania Ave. made by Mr. Wagner. Seconded by Mr. Duncan. (4 Aye, 0 Nay, 2 Absent) Motion carried.** Mr. Paul called Mr. Jeff Oliver, Building Inspector City of Joplin under oath. Ms. Copeland administered the oath. Mr. Paul questioned Mr. Oliver if he had the opportunity to inspect the property at issue and show reasonable likeness for the matter at issue. Mr. Oliver stated yes, he had inspected the property and it does qualify for demolition, and that can be seen in the photographs. (Exhibit 1.1 and 1.2). Exhibit 1.1 had a placard displayed and 1.2 was posted on 03-20-23. A placard was posted as reflected in the photographs. Mr. Paul stated the photographs reflect the current condition of the residence. Mr. Oliver stated he had posted the property and it is reflected in the photographs. Mr. Oliver explained that he had a title search done using Great American Title showing Steve Mickles as owners of the property. (Exhibit 2). Mr. Oliver stated he sent certified letters to the owner at 1731 S. Pennsylvania Ave., and he had no signed receipts. (Exhibit 3) Mr. Oliver stated he also sent a certified letter to U.S. Bank, their name appeared as a creditor. He did have a signed receipt. (Exhibit 4) Mr. Oliver stated this item was advertised in the Joplin Globe with the publication dates of February 2, 9, 16 and February 23, 2023. (Exhibit 5) Mr. Oliver expressed that he had based his opinions off the Code of Ordinances with sub-section line 6. (Exhibit 6) Mr. Oliver stated that in his professional opinion, he would recommend demolition of the structure. **Motion Item 3013, 1731 S. Pennsylvania Ave. be declared a dangerous building in accordance with the Joplin Code of Ordinances and so ordered to be demolished including any outbuildings and any storm shelters and ordered to be vacated made by Mr. Wagner. Seconded by Mr. Windsor. (4 Aye, 0 Nay, 2 Absent)**

Item 3014, 822 S. Byers Ave.

Joe Micklson, owner of the property was present. Mr. Micklson stated the residence was the subject of a fire and his plans were to renovate it into a one-story duplex. Each duplex would have one bedroom. He said he had contacted over 30 contractors and has not had success with any of them. He stated he was also having trouble with the bank and financing. He felt the best result would be to build back. He had secured the building. Mr. Denham asked if it was currently zoned for a duplex. Mr. Micklson stated yes. Mr. Denham stated the address on file for Mr. Micklson was listed as 820 S. Byers, Apt. 1. Mr. Micklson stated that is his office address and he does receive mail there. He said he received the last notices that came in, but he did not receive the notice that came in for the September hearing. He stated he only found out about this meeting approximately two weeks ago from the bank. Mr. Denham stated typically there are notices placed on the structure. Mr. Denham said he appreciated Mr. Micklson's efforts in securing the property. Mr. Oliver asked when the fire occurred on the property. Mr. Micklson stated it was in January 2022. Mr. Oliver asked Mr. Micklson if he had started hand demolishing the structure at that time. Mr. Oliver stated this had been going on for some time, correct. Mr. Micklson stated there had not been any progress on the structure since May. Mr. Oliver stated you are setting close to a school. Mr. Oliver stated the City had been patient in the beginning, but it has been taking too long. Mr. Oliver asked if Mr. Micklson had any quotes from contractors. Mr. Micklson stated no. Mr. Micklson stated he originally contacted some demolition contractors, but they quoted $90,000-$120,000 and they wanted a six-to-nine-month window. He stated he had done demolition work before and if he was told to demolish, he could have the building demolished in 30 days. He said to get it complete would take a little longer because of some medical issues. Mr. Denham stated the City required the demolition to include the foundation. Mr. Micklson stated he was told there was a variable because there is another house on the property that he could put a roof over the basement and consider that a storm shelter/workshop. Mr. Denham stated he did not know if that was allowed. Mr. Oliver stated he would have to confirm that with Mr. Wicklund. Mr. Windsor stated he would be concerned with if he could not put a roof on this structure how would he put a roof over the basement structure. Mr. Micklson stated he would be looking a single pitch roof or a flat roof which would be basically level the downstairs structure off, cover that up and put a material type, fiberglass type roof over it so it would keep the water out or to put a single pitch roof across so it would protect the rest of the structure downstairs. Mr. Denham asked what the function would be. Mr. Micklson stated a storm shelter/workshop/storage. Mr. Denham stated a wood frame would not give any type of protection from a storm with just a wood frame roof over it. Mr. Denham stated he would not want him to make claims this was a storm shelter. Mr. Oliver asked Mr. Micklson who gave him this option. Mr. Micklson stated it was Mr. Wicklund. Mr. Micklson said there was quite a lot of square footage in the basement.

The house on the property was a small two story that would not be safe in a storm. Mr. Oliver stated he would need confirmation from Mr. Wicklund. Mr. Oliver said if the Board ordered this structure demolished the City would take the basement and everything out. Mr. Micklson stated he would like to keep the expense down. He would like to do the demolition himself, but the basement would be a considerable expense. He stated he would rather not have to bear that. **Mr. Duncan made a motion to continue Item 3014, 822 S. Byers Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Tucker. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3015, 117 S. Byers Ave.
Item 3016, 121 S. Byers Ave.

Mark Callihan, 106 S. Moffet Ave. Joplin, Mo. neighbor to the above stated properties. Mr. Callihan stated he was curious about the request or strong suggestion made at the last meeting that the entire place be boarded up. He asked if his recollection was correct. Mr. Callihan said the first floor had been boarded up but not the second floor. The other issue was that it looked like OSB had been used. He could not see where OSB was acceptable in the Code. It looked like exterior grade plywood. He stated his concern was right out of the gate they are not complying, and everyone was familiar with this property. It was a sore spot for everybody. He wants to make sure there was compliance and adhering to the Code otherwise this thing will run off the rails before we know it. Mr.Callihan wanted to make it official. Mr. Oliver stated would you agree due to the circumstances and getting in there and putting up a fence and securing the property was a good thing. Mr. Callihan stated oh yes it was great, but it was not what was discussed. Mr. Oliver stated they have not pulled a dangerous building permit. If that was pulled, then the City would make them do it properly. Once the permit was in place the plywood that was being used with a dangerous building permit would be different. Mr. Oliver did not feel the property would sit there like that for months. He said at this point just getting it secured was probably the main point. Mr. Callihan stated he understood and was surprised to see the fence go up. Mr. Callihan said he was pleased with some progress after 20 years. Mr. Oliver stated his opinion was we know they were going to be pulling a permit to rehab. If they had pulled a permit to board and secure, then the City would be on top of it making sure they were going to use the correct plywood and they were going to paint it to match. The things we normally require. Mr. Callihan stated he hoped they could understand his point. He said when you told them to board up everything and it was not boarded up. Mr. Denham stated he saw the OSB as a temporary security solution. Mr. Denham said he did not know if the Board stipulated the second floor must be boarded. It was really more of a suggestion. It really was not a demand just a way to keep people out of the property.

Mr. Denham stated that unless someone brought a ladder, he did not see that as a security concern. He said boarding it up made it look worse, it does not approve the looks. Mr. Callihan said things are better just not what he expected. He did say that it was encouraging to see things happening.

Tyler Casey, owner of the property was present. Mr. Casey provided the Board with a schedule as requested. He stated he felt they had done a very good job securing the property. The police had only been called once. They quickly installed security fencing. Mr. Casey said they did get their final approval this week from Arvest Bank for their construction line of credit on the properties, so they were fully ready to start rolling. They had actually done a lot of cleanup already. They had cleaned out a couple of the apartments. Mr. Denham asked the construction budget. Mr. Casey stated 1.12 million. Mr. Denham stated that is just for construction and not the purchase price included. Mr. Casey said yes, they had already paid cash for the purchase of the property. The bank required them to put an additional $180,000 cash into the deal to close the loan and the total loan amount including the duplex next door is 1.227 million dollars. Mr. Denham asked what that worked out per square foot. Mr. Casey stated roughly $100.00 per square foot. Mr. Denham stated he appreciated Mr. Casey's effort and investment into the neighborhood. Mr. Casey stated the targeted rent was approximately $700.00 for a two bedroom/one bathroom and approximately $625 for one bedroom/one bath. He was accounting for the area in that projection. Mr. Denham asked if Missouri American Water had verified, they could provide enough water for a fire suppression system. Mr. Casey stated they have not verified yet, but he was assured by many City officials in the pre-development meeting that it would be able. He said they had not received confirmation in writing from Missouri American Water. Mr. Oliver stated he wanted to go over a couple of things. He said as far as pulling the permits according to the schedule provided you will be doing some demolition and things of that nature. By the end of April, you are looking at your new roof so when are you planning on pulling your permit. Mr. Casey stated they are already in progress on that, and they have already submitted items last week. He said they had not heard back yet because they had some questions. Mr. Oliver stated you are confident according to plans that window and siding would be complete in June. Mr. Casey said yes, he would like to get it weathered in as soon as possible so they do not have any further deterioration and it would help with security. They were also going to do some additional security measures. They would install flood lighting and cameras on all sides of the buildings as soon as they get the exterior part done. He believed that would elevate some of their security concerns. Mr. Casey stated he hoped that by June the exterior would be totally redone, and the interior demolition completed. Mr. Paul stated he would just like to add that his office was faced with the logistics of vacating this property and it was daunting. He said he was very pleased with the efforts of the new owner and Mr. Denham reiterated that sentiment.

Mr. Duncan made a motion to continue Item 3015, 117 S. Byers Ave. and Item 3016, 121 S. Byers Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Wagner. (4 Aye, 0 Nay, 2 Absent) Motion carried.

Item 3017, 521 S. Moffet Ave.

Ralph Watkins, owner of the property was not present. Mr. Denham asked for a Motion for a Dangerous Building Hearing on Item 3017, 521 S. Moffet Ave. **Motion to hold a Demolition Hearing on Item 3017, 521 S. Moffet Ave. made by Mr. Duncan. Seconded by Mr. Windsor. (4 Aye, 0 Nay, 2 Absent) Motion carried.** Mr. Paul called Mr. Jeff Oliver, Building Inspector City of Joplin under oath. Ms. Copeland administered the oath. Mr. Paul questioned Mr. Oliver if he had the opportunity to inspect the property at issue and show reasonable likeness for the matter at issue. Mr. Oliver stated yes, he had inspected the property and it does qualify for demolition, and that can be seen in the photographs. (Exhibit 1.1 and 1.2). Exhibit 1.1 had a placard displayed and was posted on 01-12-23 and 1.2 was posted on 03-20-23. A placard was posted as reflected in the photographs. Mr. Paul stated the photographs reflect the current condition of the residence. Mr. Oliver explained that he had a title search done using Great American Title showing R 2/3 Moffet LLC. as owners of the property. (Exhibit 2). Mr. Oliver stated he sent certified letters to the owner at 602 W. 5th, Suite 107, Joplin, Mo., and he had a signed receipt. (Exhibit 3) Mr. Oliver stated this item was advertised in the Joplin Globe with the publication dates of March 2, 9, 16 and March 23, 2023 (Exhibit 4) Mr. Oliver expressed that he had based his opinions off the Code of Ordinances with sub-section line 4, 12 and 18. (Exhibit 5) Mr. Oliver stated he had a phone conversation with the owner. The owner knew of the plans to demolish and that this item was before the Board. No permits were ever purchased. (Exhibit 6) Mr. Oliver stated that in his professional opinion, he would recommend demolition of the structure. **Motion Item 3017, 521 S. Moffet Ave. be declared a dangerous building in accordance with the Joplin Code of Ordinances and so ordered to be demolished including any outbuildings and any storm shelters and ordered to be vacated made by Mr. Windsor. Seconded by Mr. Wagner. (4 Aye, 0 Nay, 2 Absent)**

Item 3018, 523 S. Moffet Ave.

Ralph Watkins, owner of the property was not present. Mr. Denham asked for a Motion for a Dangerous Building Hearing on Item 3018, 523 S. Moffet Ave. **Motion to hold a Demolition Hearing on Item 3018, 523 S. Moffet Ave. made by Mr. Duncan. Seconded by Mr. Wagner. (4 Aye, 0 Nay, 2 Absent) Motion carried.** Mr. Paul called Mr. Jeff Oliver, Building Inspector City of Joplin under oath. Ms. Copeland administered the oath. Mr. Paul questioned Mr. Oliver if he had the opportunity to inspect the property at issue and show reasonable likeness for the matter at issue. Mr. Oliver stated yes, he had inspected the property and it does qualify for demolition, and that can be seen in the photographs. (Exhibit 1.1 and 1.2). Exhibit 1.1 had a placard displayed and the date reflected was 06-30-21 and was posted on 01-12-23 and 1.2 was posted on 03-20-23. A placard was posted as reflected in the photographs. Mr. Paul stated the photographs reflect the current condition of the residence. Mr. Oliver explained that he had a title search done using Great American Title showing Ralph and Patricia Watkins as owners of the property. (Exhibit 2). Mr. Oliver stated he sent certified letters to the owner, and he had a signed receipt for one letter. (Exhibit 3) Mr. Oliver stated the owner was present at the last meeting and he spoke with Mr. Watkins by phone in February 2023. Mr. Oliver stated this item was advertised in the Joplin Globe with the publication dates of March 2, 9, 16 and March 23, 2023 (Exhibit 4) Mr. Oliver expressed that he had based his opinions off the Code of Ordinances with sub-section line 3, 12 and 18. (Exhibit 5) Mr. Oliver stated that in his professional opinion, he would recommend demolition of the structure. **Motion Item 3018, 523 S. Moffet Ave. be declared a dangerous building in accordance with the Joplin Code of Ordinances and so ordered to be demolished including any outbuildings and any storm shelters and ordered to be vacated made by Mr. Windsor. Seconded by Mr. Wagner. (4 Aye, 0 Nay, 2 Absent)**

Item 3020, 1309 S. Jackson Ave.

Mr. Oliver stated the owners of the property came in and signed consent forms. Mr. Oliver said he had received a call this week from a prospective buyer, and they may want to demolish the property themselves before the City gets to it. The City was moving forward with bids. **Mr. Wagner made a motion to continue Item 3020, 1309 S. Jackson Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Windsor. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3021, 1314 ½ S. Byers Ave.

Armond & James Lareau the owners of the property were not present. Mr. Denham asked for a Motion for a Dangerous Building Hearing on Item 3021, 1314 ½ S. Byers Ave. **Motion to hold a Demolition Hearing on Item 3021, 1314 ½ S. Byers Ave. made by Mr. Duncan. Seconded by Mr. Wagner. (4 Aye, 0 Nay, 2 Absent) Motion carried.** Mr. Paul called Mr. Jeff Oliver, Building Inspector City of Joplin under oath. Ms. Copeland administered the oath. Mr. Paul questioned Mr. Oliver if he had the opportunity to inspect the property at issue and show reasonable likeness for the matter at issue. Mr. Oliver stated yes, he had inspected the property and it does qualify for demolition, and that can be seen in the photographs. (Exhibit 1.1 and 1.2). Exhibit 1.1 was posted on 02-02-23 and 1.2 was posted on 03-20-23. Please note there is a digital error on 1.1. It reflects the date of 02-02-24 but it has been struck out and the correct date has been inserted 02-02-23. A placard was posted as reflected in the photographs. Mr. Paul stated the photographs reflect the current condition of the residence. Mr. Oliver stated he had posted the property and it is reflected in the photographs. Mr. Oliver explained that he had a title search done using Great American Title showing Armond and James Lareau as owners of the property. (Exhibit 2). Mr. Oliver stated he sent certified letters to the owners at 1314 S. Byers, and he had a signed receipt. He also had mailed a letter to 1314 ½ S. Byers by regular mail. (Exhibit 3) Mr. Oliver stated he sent a certified letter to KOST, name appeared on the title work. He did not have a signed receipt. (Exhibit 4) Mr. Oliver stated he also sent a certified letter to Freeman Health System, their name appeared as a creditor. (Exhibit 5). Mr. Oliver stated this item was advertised in the Joplin Globe with the publication dates of March 2, March 9, March 16 and March 23, 2023. (Exhibit 6) Mr. Oliver expressed that he had based his opinions off the Code of Ordinances with sub-section line 6. (Exhibit 7) Mr. Oliver stated that in his professional opinion, he would recommend demolition of the structure. **Motion Item 3021, 1314 ½ S. Byers Ave. be declared a dangerous building in accordance with the Joplin Code of Ordinances and so ordered to be demolished including any outbuildings and any storm shelters and ordered to be vacated made by Mr. Windsor. Seconded by Mr. Wagner. (4 Aye, 0 Nay, 2 Absent)**

New Business

Item 3022, 326 N. Walnut Ave.

The trustee of the property was present. Mr. Oliver stated the trustee will demolish. The property owner had passed away. **Mr. Wagner made a motion to continue Item 3022, 326 N. Walnut Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3023, 2715 S. Pennsylvania Ave.

The owner of the property was not present. Mr. Oliver stated the house was the subject of a fire and would hopefully be ready for a demolition hearing next month. **Mr. Windsor made a motion to continue Item 3023, 2715 S. Pennsylvania Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Windsor. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3024, 430 N. Byers Ave.

The owner of the property was not present. Mr. Oliver stated the house was the subject of a fire. It is vacant and hopefully would be ready for a demolition hearing next month. **Mr. Windsor made a motion to continue Item 3024, 430 N. Byers Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3025, 310 S. Main St.

The owner of the property was not present. Mr. Oliver stated it was a commercial building and had a small structure next to it. He had posted the properties. Two demolition contractors had contacted Mr. Oliver and he had contacted the owner by email and hopefully the owner would take care of this property himself. **Mr. Wagner made a motion to continue Item 3025, 310 S. Main St. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Item 3026, 2611 S. Pearl Ave.
Item 3027, 2617 S. Pearl Ave.
Item 3028, 2621 S. Pearl Ave.

The owner of the properties was not present. These properties have been brought back to the Board due to the potential owner not purchasing the properties or getting any permits. Apparently, the sale of the properties fell through. **Mr. Duncan made a motion to continue Item 3026, 2611 S. Pearl Ave., Item 3027, 2617 S. Pearl Ave., Item 3028, 2621 S. Pearl Ave. to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Windsor. (4 Aye, 0 Nay, 2 Absent) Motion carried.**

Other Business

217 N. Gray Ave.

Donna Bray, 230 N. Moffet, Joplin, Mo. owner of the property was present. Ms. Bray's legal representation was Mr. Gunnar Johanson, Attorney at law, 2144 Republic Rd., F-302, Springfield, Missouri. Mr. Johanson stated Ms. Bray had reached out to their office to see if they could help her. Mr. Johanson had reviewed the case file provided by Mr. Paul and offered a recap. Mr. Johanson stated the property first came to the attention of the City around May 2021. It was an anonymous call that reported the building should be demolished not that it should be condemned or that it was a nuisance but that it should be straight up demolished. It is located at 217 N. Gray Ave., Joplin, Mo. It is a three-bedroom one bathroom house approximately 1000 square feet. Ms. Bray bought it approximately 40 years ago, raised two boys as a single mother in that house. She had paid this house off and unfortunately in the past decade or so it has fallen into some hard times. Some damage by the tornado, some financial difficulties, Covid 19, and the squeeze of material supplies have stifled her efforts to repair the home. She eventually had to move out and move in with her son. Ms. Bray is 67 years old and barely makes $1000.00 per month. So, that is where we are. After receiving that complaint in the City in May 2021 the City sent out Mr. Oliver to conduct an inspection and this building was labeled a dangerous property. Dangerous to whom is a good question. It was vacant at the time. But as we understand at that point it was accessible to vandals, public, whoever wanted to get into it. While it wasn't dangerous to the occupants it was dangerous possibly to the health and safety of the City. Ms. Bray was given notice on September 9th of the status of her dangerous condition property and she started to begin attending these monthly meetings of this Board of Appeals. Mr. Denham asked which year was this. Mr. Johanson stated 2021. During the September 2021 and October 2021 meetings she attends. As most of her attendings she provides sufficient evidence of progress and the motions for demolition are

continued each time she attends. Mr. Denham asked Mr. Johanson if he had any evidence of that. Mr. Johanson asked of what. Mr. Denham said, what you just stated proof of progress. Mr. Johanson stated each time she comes she updates the Board as to something. He said he could review the agendas if they would like. Mr. Johanson said each time she attends it is continued or stayed each time. He stated any time any adverse action had been taken on this property she has been absent from the meetings. He said that he does have record of, he has the agendas. At that September meeting, also the first meeting she attends, she informs the Board she is no longer living at the property at 217 N. Gray. She is actually living at 230 Moffet with her son. That is where she receives mail. Luckily, the Board sends notice after each meeting to people on the agenda, hey thank you for attending this meeting, the next meeting is at this time, right. After the October meeting the Board sent notice to all interested parties in 217 N. Gray. On November 1st and November 3rd, the letters were made up and mailed out to Amy Nelson, Alaska Seaboard Partners, Freeman Health System and Ms. Donna Bray. They say thank you for attending the October 22nd meeting and this item has been continued until December 10th. The next meeting. As you know there is not a meeting in November because of Thanksgiving and not a meeting in late December because of the holidays so you call it in the middle and have the meeting in early December. If you notice on these notices presented to the Board mailed to the interested parties at 217 N. Gray, they say the next meeting is on December 10th except for that last page addressed to Ms. Donna Bray. Mr. Johanson asked if someone could tell him the date that they tell her the meeting is at on that notice. The one dated November 1 to Ms. Donna Bray at Moffet Ave. Mr. Johanson asked Mr. Paul if he saw it. He said in bold underline the next meeting. Mr. Paul stated this one said November 10. Mr. Johanson stated yes it did. So, Ms. Bray was given notice after the October meeting that the next meeting was in a couple of weeks on November 10th. Mr. Paul asked if Ms. Bray showed up on November 10th. Mr. Johanson stated no, she didn't. Mr. Paul said okay. Mr. Johanson stated there wasn't a meeting to be held on November 10th. Mr. Paul said there was not and she knew that. Mr. Johanson said she did not. She did not get proper notice for the meeting to be held in December, on December 10th. Mr. Denham asked are we still talking about 2021. Mr. Johanson stated yes. He said so she does not appear at that meeting in December. Again, after that meeting notice was sent to all interested parties but Ms. Bray does not receive notice of that next meeting in January 2022. It was at that meeting this Board entered a demolition order. She is not present. She got incorrect notice of the previous meeting; she did not receive notice of the January 28th meeting. She is not here, and an order of demolition is ordered on her house. In effect it is at a meeting early in 2022 that Mr. Wicklund who he believes to be another building inspector straight up acknowledges that Ms. Bray was not noticed of the January 28th meeting. He admits his failure to send her a proper notice. Now Ms. Bray does not attend subsequent meetings in March, February or April 2022 and the City Council approves the bids and sends it out for demolition. She eventually

discovers the existence of the demolition order and appears at the May 2022 meeting here in front of the Board. Mr. Paul asked what Mr. Johanson's client's expectation of what was happening between November and May. Mr. Johanson stated he did not know if it matters. Mr. Paul said you are taking this position here that she did not have proper notice and that is the only reason apparently why she didn't make contact with the City or the Board or the demolition order. Mr. Paul stated he was curious what her expectation was and why she did not make any contact between November and May. Mr. Johanson stated she said the last meeting was continued and they told her to fix up her house and she was doing her best to try to secure financing and efforts to find people to help her. So, she eventually learns of the demolition order entered on a meeting that she was not present, comes before this Board on May 2022. Mr. Johanson stated he was sorry that was where Mr. Wicklund acknowledges failure to send out notice of the meeting where the demolition was ordered. And from that point on proper notice was sent to her Moffet address. She receives it in the mail. She attends the next Building Board of Appeals meetings for the next seven to eight months. She does miss two meetings to no fault of her own. She had a medical emergency; she has had vehicle troubles. She doesn't have a nice new car unfortunately, but she tries to inform the Board every time. One time emailing a couple of hours beforehand. Each time she misses a meeting after May 2022 that is when adverse action is taken. If she is present, she provides an update, provides evidence of her progress and reason for no progress and the Board is satisfied and it is continued and stayed. But it is whenever she can't come to no fault of her own that the stay is lifted in July 2022. It was hot, her car broke down and she couldn't walk here. She shows back up again in August 2022 the demolition is stayed. And then she is present at every meeting provides a progress report and the demolition is continued every time she appears. Until February her radiator broke, its cold, she can not walk here. That is again the second time that the demolition stay is lifted. So, Board he knows it is your job to consider what is a dangerous building or a public threat to the health and safety of your citizens but the condition of Ms. Bray' s property is not considered in terms of when to lift or stay the demolition order. It is whether her presence at this meeting is here. He stated what we ask today is that the Board as a governmental body give her a little bit of breathing room. He said they have been working diligently and you have done a good job she is scared. She doesn't want to lose her home, and this is kinda her third strike right she thinks. So, we have been working diligently and we have contacted Joplin Habitat for Humanity, Economic Security Corp. of Southwest Area, the Joplin Area of Housing, Catholic Charities of Southwest Missouri, Housing Authority of Joplin, HUD Department, and a few private companies including Abernathy Roofing and Construction, S & S Roofing and Repair and People's Bank of Seneca. All are showing some willingness or ability or some resources to help her out but there is a cloud looming over her head and over her property. This demolition order that is arbitrarily lifted and stayed and lifted and stayed. What we ask of the Board is for the time being vacate the demolition order,

render it void, give Ms. Bray a period of time for which she can have some room, work out some resources, work with bids and contractors to work on this property. If in this period of time it is still not up to the snuff of the Building Board order another demolition order. Give her a proper notice that you know of, give her that 30-day period that she can appeal which she did not know of or have the ability last time. See what happens. We have a general timeline if the Board were to lift the demolition order today, we believe we would need 60 days to apply for assistance, request and receive bids and get the requisite permits. We believe we need 90 more days to finish construction of the property and replace the roof and finish the walls and enclose it properly. And then 30 days for finishing and preparing everything to come and show you. We are talking about 150-day window where this property is off the agenda. Mr. Johanson stated his law firm would send you a notice at the end of this notice would ask to put this back on the agenda where you can rehear it and reconsider a demolition order. But for the time being this cloud enacted by the government hanging over her property needs to be lifted to give her some room to work and try to finish this property. Ms. Bray is aware of her legal rights. In past meetings they have been debated regarding her due process rights under the U.S. Constitution and the Missouri Constitution in regard to notice of the demolition order of her property. Additionally, another strong concern of mine after legal review of the record is that the official finding of fact and conclusions of law actually has no findings of fact. The bare conclusion that her property is a dangerous building. What conditions and descriptions of her property satisfy the subsections of the City code. It is not written; it is not described. There is no record of a detailed inspection for Ms. Bray to address. She does not know what to do. General verbal advice in meetings but we do not have a punch list. She does not have a punch list from the City that she can stamp out and do so I ask for that as well. That the City produces findings of fact and what specific conditions of her property need to be addressed, remedied, and improved to come up to Code and to be no longer in a dangerous condition. Again, he stressed the Building Board is authorized by City Code is to determine what is a dangerous building and not. Dangerous Buildings are defined by if they pose a danger to the occupants. This building is unoccupied. Mr. Denham stated he would like to comment on that. Mr. Denham said there is a middle school just a couple of blocks away. He stated it was not just the occupant they were concerned about. It is not uncommon for homeless people and other people to break into vacant homes, and it poses a danger to them. Mr. Denham said you asked who it was a danger to and that is why he was telling him. Mr. Johanson stated Ms. Bray throughout his whole ordeal had one instance of breaking and vandal. It happened this winter during an extreme cold snap. She has since sealed the property and put-up security lights and locked the gates. That is the only instance that she knows of any break-ins or vandals. Additionally, that threat is not contained in the findings of fact issue by this Board and there has been no complaint in the record so far of that threat either or any evidence of that. Mr. Johanson stated he just handed

the Board pictures of properties on the same block. Mr. Denham stated they know the condition of the other properties, but we are talking about this property. Mr. Johanson stated he understood. Mr. Denham stated you talk about breathing room, give her time, this started back in 2021 and you are hanging everything on a notice she did not receive in 2021. Plenty of notices have been subsequently sent. She knows we meet on the 4th Friday of every month except as you stated around the holidays. Mr. Denham said you stated she gives evidence of progress that is just not true. She comes in and tells us things but with the privacy fence we can not see anything that is going on. He stated he does not know if the City has been able to inspect anything. That has been our frustration. He said we have asked time and time again; we understand she has limited resources, but we have tried to bend over backwards. We have given two stays of demolition so far. That is quite a bit of breathing room. Mr. Johanson said sure Mr. Denham and he said he appreciated those concerns. He stated that regarding notice he has made his argument and I know Mr. Paul and maybe more members of the Board might disagree, but you and I can go back and forth eventually Judge Hensley or the Circuit Court here will determine what notice is sufficient if we want to go that far. Second, regarding progress it has always been enough for you. Mr. Denham stated that was not true. Mr. Johanson stated any time she has been in front of this Board demolition has been stayed or continued. Mr. Denham said every time we have asked for a progress report, and she would say she can not afford any of the materials. She said her son went out there and nailed up a couple of 2x4's. Mr. Denham stated we have no evidence of that, no pictures, we can not drive by and see it, the City has not inspected it. Mr. Denham stated that was not evidence just hear say. Mr. Johanson asked what the action of the committee has been. Mr. Denham said we continue it for a progress report and demolition hearing. That is stated in the continuance. She knows that the next time we could lift the stay and we make that very clear. Mr. Johanson said the only time the stay has been lifted is when she has not been here. He stated it has nothing to do with the condition of the property as reported it has been with her presence at these meetings. Mr. Denham said it had everything to do with the progress. Mr. Johanson stated he had a table of the meetings which times she has been here, and which times adverse action has been taken. Mr. Paul said he did not know if we needed to get into that because I do not know if you were incorrect about that. Mr. Paul stated he did not know if that was a persuasive argument because it is just like a default judgment in Court when people don't show up. Bad things happen when you don't show up or tell people you are not going to show up. Mr. Johanson stated they would be willing to sign a waiver or consent decree or settlement. Mr. Paul and I could work on it together that says give her 180 days, take this off the agenda and lift the order. If in 180 days, it is not in the condition you want it to be she will not argue against a demolition order then. Mr. Paul stated he had a couple of questions. He said you have looked through the file and he passed a document around to the Board that Ms. Bray had provided at some point. This was a list of the groups that she had

contacted. Mr. Paul asked if he was aware of all the groups where she had already applied for assistance. Mr. Johanson stated yes, these are groups that she has contacted, there is not secured financing. These are groups that she has been in contact with or hopes to be in contact with to apply for assistance. Mr. Paul asked what makes you think there will be funding from these sources now when there wasn't before. Mr. Johanson stated there is a looming demolition order hanging over the property. What charity wants to use their valuable resources on a property that could be demolished tomorrow. What private company wants to donate their labor to re-roofing her house. Mr. Paul stated he would just represent to you that we have people who don't have demo orders who go to these places regularly and he stated it was rare for them to give resources. Mr. Denham stated it was uncommon it does occur, but it is uncommon. Mr. Paul stated maybe he was wrong about that. Mr. Paul said he was unclear about now and day 180. Is there a final product on day 180 or is that just a time to get financing and a timeline together. Mr. Johanson stated no, no, sorry, 180 came up in this manner. Sixty days to again acquire about assistance, receive bids maybe ask for volunteer labor or work and to apply for the requisite permits. Sixty days also to work with Mr. Oliver's office to get a specified punch list of priority items that would satisfy the Board and City code. Then after that period of time is done so that is two months, 90 days for construction where we have all these people and all these resources hopefully come in and help get her house up to snuff and then 30 days to get everything together and showing back up here and finishing this property. That would encompass most of spring and summer. So that is prime building time. He stated all we are asking is to lift this order, vacate the demolition order, send proper notice to the City and give her some time where we are not breathing down her neck and this isn't on the agenda. He said his office again would send this Board notice in 180 days for this property to be brought before this Board again. We are not trying to make you forget about this. We just want to give her some time and elbow room and breathing room. Mr. Denham asked how is it being on our agenda not give her breathing room. Mr. Johanson stated when the property is on the agenda, a public document these security assistance programs, or these private companies can look that up and it is a threat. It is not as much a threat as a demolition order, but it is still saying this property is under a threat of being demolished eventually. He stated if they could work out a compromise. If you lift the demolition order Ms. Bray or her representative would be here every month during that 180-day period to provide updates. Like it was before and like most people who come to these meetings do. So, we could talk about that. Mr. Paul and I could come up with a settlement or agreement. So, this is her home. It is not a trap house, not a drug den, it is not an extreme danger to the public health. It is sealed up with security lights. It is vacant and any vacant property poses some sort of threat. But Ms. Bray is trying, she really is. She has limited resources and unfortunately, she cannot move as fast as the Board would like but we ask that you give her a little more time. Mr. Paul stated so we understand what you are proposing if the Board you are not

asking for the Board to release it you are just asking for them to vacate the demolition order, right. Mr. Johanson asked how you would distinguish the two. Mr. Paul stated that right now there is an administrative order recorded with the Recorder of Deeds which is probably what is being flagged by your lenders. But every once and a while we do have people complain that just being on the agenda interferes with financing. Sometimes it does and sometimes it doesn't. Mr. Paul said he would tend to agree with the characterization the order is much more likely to impede financing than just being on the Board's agenda. He said that was his first question. Mr. Paul stated you said you were going to send an update every 30 days but if it is not before the Board there isn't really anything to update. He said that is where I thought you were at on that. He stated his other question was I guess we know with the finish line here is what you are proposing so there is not any arbitrariness so to speak at the 180-day mark, there is the measuring stick. There is either a Certificate of Occupancy or not. Mr. Johanson stated a big legal concern is if this was before an Appellate Court this order is vague. There are no actual findings of fact on the specific conditions of the property. He stated what he wants for Ms. Bray's security and the proper governance for this body is a detailed list of findings of fact that she can basically punch out as she works through it. Mr. Johanson said if he may address Mr. Paul's first question to release or vacate, it is his understanding that the Certificate of Existence that was filed with the County Recorder. Mr. Paul stated they do not typically file anything when they come on the agenda, they wait until there is a demolition order. Mr. Paul said if it is getting picked up by a title company that is what is getting picked up. Mr. Johanson stated yes, that is what that has been filed on her property. He does not know if that has been an expressed hurdle for any type of assistance or conversation so far. But again, we are tripping over the first step and that is the demolition order. Mr. Paul stated that is the same thing he has been talking about at this point. He said again what you would be proposing is whatever this new waiver we would be talking about either that Certificate of Occupancy exist on day 180 or it doesn't. If it doesn't, we are done, done. Mr. Johanson stated yes, a demolition order. Mr. Paul stated he understood it now and it was up to the Board to see if they were interested or not. Mr. Duncan stated his only question about that was the Board needs a monthly update with facts because we have heard this will all due respect many many times. He said we are going to do this, and we need that, and it doesn't get done. Or, she will come and say we are still working on it. Well, in this instance it is not good enough because by the end of the 180 days we are in to two years. That is a lot for a small house and a project. Mr. Duncan said it should not take two years. It is ridiculous. Mr. Johanson stated it should not take someone two years with adequate financing. Mr. Duncan asked what the progress over two years has been. Mr. Johanson stated you are right if there is a compromise to be had here where it is not on the agenda, but Ms. Bray comes and provides an update we could do that. He said but you know what else would satisfy this question or concern is a punch list. The City does not owe anybody a punch list. The contractor owes the

person a punch list. But the City needs to provide a detailed list of what code is violated. Mr. Johanson stated if you are willing to lift the order then she is willing to come in every month and provide updates. Mr. Denham asked if there was a permit. Mr. Oliver stated there is a permit from back in 2021. Mr. Denham asked if an extension was ever applied for. Mr. Johanson stated his client had been told an extension was not necessary by the City. Mr. Oliver said he was not seeing that in the file. Mr. Johanson stated she had inquired about it. Mr. Denham asked if there were any further questions. Mr. Denham reiterated that Mr. Johanson was asking for this matter to be released from the agenda. Mr. Johanson stated yes, that is true. Mr. Paul said they could vacate the order which is the thing that is recorded but that does not release it from the agenda. Mr. Johanson said the presence of it on the agenda could be problematic and maybe in open business Ms. Bray could make a commitment to show up here every month. Mr. Denham stated he had been on the Board for many years, and he does not remember where they have ever lifted a stay twice on a demolition order. Mr. Paul said no, not since he has been here. Mr. Denham said that proves to him that they are trying to give her time and work with her. He stated he was not interested in taking it off the agenda. If we have an issue that we did not provide legal notice and we need to continue it for another 30 days or something that is fine. He said he was not interested in taking it off the agenda regardless. He stated that was his opinion. Mr. Paul stated he thought Mr. Wagner was making this question as to what your options are here. Mr. Paul said if you are interested in any part of this you do not have to necessarily take the plan as presented. If there are parts that you are open to or parts that you are not open to so for instance if you are okay vacating the order for 180 days but you are not interested in releasing it from the agenda and she needs to be here every 30 days you could certainly extend that as a counter offer so to speak and see if they have any interest in that. Certainly, we have had some people that have gotten financing even though it is on this agenda although it certainly seems to narrow the resources sometimes. Mr. Paul stated if you are not interested in any of those aspects, he would suggest to the Board at this point to cure any alleged due process or notice violations you could also vacate the order and say we will be back here for a hearing in 30 days. Have another dangerous building hearing for the building as it sits today and not when that order was entered. They are here today so they cannot argue they did not get notice. The Board will look at it at that time and make a determination on how it sits 30 days from now. He said the reason he says that is because that would seem to significantly narrow any issues the Circuit Court might be reviewing. Because if your whole goal is timeliness here being tied up in Chapter 536 review for six to nine months you might as well just do a new hearing to shorten the time frame. Mr. Paul stated that is his opinion. The Board can do one of those two options either go ahead and if they want their day in Court so to speak give them their day in Court and if you are feeling more open to working with them either accept the plan or if you want to tweak it then make an offer that you think makes sense. Mr. Paul said just because they have asked

for 180 days does not mean you have to give them 180 days. Mr. Duncan said right, and he does not know if he knows that number. His concern is that there is progress because we have been at this for 1.5 years and there hasn't been progress. He stated he is willing to work with Ms. Bray but he is not willing to say we will see you in 180 days and see if it is done. Mr. Duncan said he is not willing to do that because based on past experience it won't be. He stated we have been at this for 18 months or more. He said he thinks what they need to do is to say each month we want to know what the progress is and not just show up because that doesn't do anyone any good. Other than that, this will go on and on and on. Mr. Paul stated if you saw the waiver in the file that is how it is worded and why. Mr. Johanson stated if you are willing to vacate that order we will be fine with that. Mr. Paul said in other words the 180 days would be your timeline still with periodic checks on that timeline on a monthly basis. Mr. Duncan said if that is the case and it is not done then the Board has the right to rescind that waiver. Mr. Paul said that could be your condition of your offer today. That is typically our request. Mr. Johanson said you could institute a demolition hearing at any time if you are unsatisfied as well. Mr. Duncan stated he is just looking for teeth in it. Mr. Johanson stated he gets it. Mr. Wagner said he thought the key to this was financing. Mr. Johanson stated it is. Mr. Wagner thinks there should be a milestone 30-60 days whatever we decide on or if you do not have enough financing to complete the project by that milestone then that is the drop-dead date. We are not going out 180 days unless you have the financing up front. Mr. Johanson said yes and those of you that work in building know the cost of supplies are finally dropping so she just got a quote on some lumber from Lowes, and it was about ½ the last quote she received which is a great sign for her. Additionally, they have had some initial conversations with some roofing companies listed willing to donate that labor. That is really not part of the financial discussion. She has most of the supplies purchased. She has a pallet of shingles sitting in her yard. Mr. Duncan stated for a long time. Mr. Johanson stated what is getting hung up is a few supplies but mostly labor. There are some productive talks going on hopefully within 30-60 days we will have some good updates to provide to you. Mr. Paul said Mr. Wagner is correct about the financing. Mr. Paul stated he thought the best way to approach this was the timeline will be just what it is because if someone comes in and says they don't have financing then you would say sorry we understand that. Everyone knew the expectation from this day going forward that was not going to be tendered for not making progress on the timeline you provided. Mr. Windsor stated so we can say we will have some sort of definition of having those finances within 30 days. Mr. Johanson stated within 30-60 days. Mr. Windsor said you are saying 30-60 days if in 30 days she comes back and says I don't have it yet that kinda of puts us in a little bit of a quandary. Mr. Johanson said if she provides applications or commitments in written form would that satisfy the Board. He stated because sometimes there is an application period. Mr. Windsor stated we have been through this before so he would like to see something written definitely before the next

time. He would rather not be put in that position again. She has definitely exceeded what is normally given. We have given her a lot more chances than we normally give anyone else. He stated the Board had been very reasonable with her. Mr. Johanson said Ms. Bray definitively appreciates that grace. He said that in past meetings her frustration has grown. He understands that frustration and he can not imagine what it would be like to have his long-time home to be torn down and looking at a Board of people that don't look like me and make a lot more money than me. He said he understands her frustration. Mr. Windsor stated you assume people make a lot more money. That is not necessarily the case. That is all an assumption isn't it. Mr. Johanson said that is fair, a fair assumption. He said as a City Board he knows they are influential members of the Community in the government and in the City and Ms. Bray is appreciative of your previous grace. Mr. Duncan said he just had to say that doesn't have anything to do with this, what has to do with this, and he hopes Ms. Bray gets this done and he hopes she can move back into that house. He stated he is not against her. On the other hand, we just have not seen progress so now we are supposed to believe it is going to happen. He said as Mr. Windsor said we have been through this, and it is deja'vu happening all over again. Mr. Duncan stated he thinks they just need some specific stuff that is going to happen otherwise he is going to vote against it. Mr. Johanson stated well, Florida just wrapped up and spring training is almost up, and you have thrown the third pitch. If she strikes, she is out. Mr. Paul stated what he is hearing push back on from the Board is that they don't want to be in the same place 30 days from now and he understands it may take more than that to get the financing and typically what the Board would ask is that if we are sitting here 30 days from now what tangible progress would be made during that time. Mr. Paul said not just applying for the financing. Mr. Paul asked what is going to happen on the property. Mr. Johanson stated that 30 days from now she will have more lumber, hopefully maybe either a written commitment or the start of some donated labor by some local contractors. Like maybe some applications from assistance programs in a written form or commitments from those programs. He stated he is speculating, and he said if he were the Board that is what he would be satisfied with in thirty days. Mr. Paul asked Mr. Oliver if there was anything outside that she could do without a contractor. Mr. Johanson said she is getting a dumpster there soon to pick up the remaining debris. Mr. Oliver stated there had been some cleanup in the front yard and they actually removed a front porch at one point from this structure. He said as far as the back yard goes there may have been some cleanup. Like Kyle said their walk gate into the back at one point was open, that has been locked so it is difficult to see what is going on in the back of the structure. Mr. Oliver stated as far as inspection goes there has been a floor inspection passed and a temporary electric that has passed. Mr. Denham asked if this building needed all new plumbing and HVAC electrical. Mr. Oliver said he knew there was going to be some electrical that needs to be done unless she is rerouting or relaying out the floor plan. With the plumbing the City would probably consider that just repairs and not

necessarily need a plumbing permit. But the electrical would need to be brought up to code with hardwired and smokes and things of that nature. Mr. Oliver said back in May 2022 the floor joist inspection passed so we are two months away really from it being a year ago. The temporary electric was passed September 15, 2022. He stated that is all that has been done. He said this paper was not in the file. He actually just printed these out this morning. Mr. Oliver stated so ten months ago the floor joists were inspected and the temporary electric really doesn't have anything to do with the structure. It is just to supply power to be able to work on the structure. He said there has been one inspection that passed in a ten-month period. Mr. Wagner asked Mr. Oliver if he needed access to the property to do another inspection. He said it sounds like you haven't been in there for a while. Mr. Oliver stated if you choose to put a stay then the City probably needs to revisit. Mr. Denham asked if anyone wanted to make a motion. He stated he was not interested in taking it off the agenda. He said he was not much interested in continuing, he stated he was open to options. Mr. Paul stated he thought the Board was really looking for the same terms that we use on our standard waiver which is your end goal is the Certificate of Occupancy, there is 180-day hard cap on that, and your expectation is to have them report every 30 days to provide you with update and progress report. He said he did not know if that part is the hard part. He thought it was more the Board being firm on their expectations on a timeline. That is not addressed in the waiver. He thinks that is where the heart of the conversation is. What are we going to see specifically when we are back here in a month and there is this dead space in the timeline. Mr. Paul asked what the Board was going to see in 30 days. Mr. Duncan stated he thought they should segment it and start there. Whatever that language needs to be. Mr. Wagner stated he thought that by 60 days the financing needs to be secured enough to finish the project. Mr. Oliver asked if Ms. Bray had shared with Mr. Johanson that she had previously tried to get the financing. Mr. Johanson stated Ms. Bray has been entirely forthcoming with him. Some programs have no money, some programs do not like that there is a demolition order, some programs she does not qualify for, but his client is going to entertain every possible source of assistance out there. Mr. Oliver asked if that had all been verbal, does she have any documentation of nonacceptance. Mr. Johanson said nothing they wanted to provide right now but at the next hearing. Mr. Johanson stated no straight up denial other than ineligibility. He said they are also entertaining requesting some volunteer labor. He stated again, a lot of the supplies are purchased or about to be purchased or onsite. It is really just the labor. Mr. Paul said he assumed something else that could be done in the 30-day window was Mr. Oliver could confirm that the property is secure and maybe come up with some of these things that could be done now. Mr. Oliver said if they were talking about the yards and clean up, he could do that. He said it was mostly a Code Enforcement type thing. He stated if you were talking about the structure, there were things like demo and other things that do not cost a lot of money. But the rest of it is rehabbing it and it does cost. Mr. Oliver said he will revisit the property. He stated he would probably take Mr. Wicklund or Mr.

Woods with him and meet with her onsite and go over it again. Mr. Wagner asked if they could come up with a cost estimate to complete the project. Mr. Oliver stated the cost would be an estimate based on a history. She would need a contractor who does this day in and day out to provide a better number. Mr. Paul stated as he said in the beginning if the Board was not inclined to work with her in order to button everything up, if they think they are defects, he feels we have the better argument on that. He said all things being equal he does not see any harm in having a new hearing if we need it. Even at this point if you are going to work with her, he would just vacate the Order and in general and then if there needs to be another hearing, she is on the 30-day leash like everyone else who comes in here. Mr. Denham stated the item would remain on the agenda but the Order to Demolish would be vacated so if we wanted to order the demolition in 30 days then we would have another hearing. Mr. Paul stated correct, and he thinks we would also need to be clear on that being the expectation that when we all show up here in 30 days that if that progress report is not satisfactory then there could be a hearing. Mr. Paul said the answer to your question would be to vacate it given the communication to them that as long as they are following this timeline they are just in the same position as everyone else. Mr. Denham said to vacate the Order but continue. **Mr. Wagner made a motion to vacate the order of demolition on the property located at 217 N. Gray but continue the item to the April 28, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (4 Aye, 0 Nay, 2 Absent) Motion carried.** Mr. Denham stated for the record he takes demolition very seriously and he does not want to tell someone they need to tear down their house. He said he has been on this Board for many years and when we order a property demolished it is difficult. We don't want to do it. He stated he took offense to Mr. Johanson to saying the Board had not given Ms. Bray any breathing room. The Board has been discussing this item since 2021 and the fact that we have tried to work with her is reflected in the records.

Mr. Denham asked for a motion to adjourn the meeting. Motion made to adjourn the meeting by Mr. Windsor. Seconded by Mr. Wagner. (4 Aye, 0 Nay, 2 Absent) Motion carried.

Approved _____

Mr. Kyle Denham, Chairman

Approved Vicky Lynn Copeland

Vicky Lynn Copeland, Notary Public

My commission expires: May 22, 2026

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