JOPLIN | BUILDING BOARD OF APPEALS

Building Board of Appeals

Meeting Minutes

July 28, 2023

Call to Order

Mr. Denham called to order the regular meeting of the Building Board of Appeals on July 28, 2023.

Roll Call

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

Approval of Minutes

Mr. Duncan made a motion to approve the amended Building Board of Appeals minutes from June 23, 2023, and Mr. Windsor seconded the motion. (7 Aye, 0 Nay) Motion carried.

Continued Items

Item 2913, 3615 S. Range Line Rd.

Aaron Gumpenberger, Nashville, Tennessee. He represented HDDA-Joplin LLC. They had owned the property since December 2019 and have been in constant discussions with Mr. Bryan Wicklund and Mr. Troy Bolander. Part of the development with Woodsonia and they have arrived at an agreement with the City for a demolition plan for the properties. They have not signed the demolition plan yet because they have stipulated that they can't sign the demolition agreement until the financing for the project is secure. He stated what was currently planned to be developed on the property was a 125 room Courtyard Hotel and a 100 room True by Hilton. Their

developing partner was a group out of Springfield Missouri named Brian Properties. They are a multi-family residential developer as well as a hotel. They have their own hotel management company. They are the ones responsible for finding finances for these projects and HDDA-Joplin LLC is contributing the land as their equity in the project. Mr. Gumpenberger stated HDDA-Joplin LLC is responsible for the demolition. He said HDDA-Joplin LLC's plan is contingent on the financing, that once financing is closed for the project HDDA-Joplin LLC then knows a hotel will be built, acts of God aside. And once HDDA-Joplin LLC knows that they know they can live up to their agreement with you that HDDA-Joplin LLC would get refunded demolition proceeds as long as a hotel was built on site. That was the contingency and the deal. So, the schedule is, and he stated he had heard them speak of this multiple times, when we close on the loan. When are they closing on the loan. Brian Properties had asked him not to disclose a lot of information about what was going on because they are going through the loan approval process and have been in discussions with banks here in Joplin. He stated so progress had been made in the sense that GC is in place, the demolition company, Asbell Wrecking, has been in place and they are all just waiting for that final goal line to hit, and they can move. Their intention was once closing was secured and closed, they were looking at 18 months. Mr. Duncan asked 18 months for the demolition. Mr. Gumpenberger stated no, for the completion of the hotel. Mr. Denham stated this property had been on the agenda 28 times which represented 28 months. Mr. Gumpenberger stated absolutely. Mr. Denham said several months ago, and he meant several we used to have people representing your organization show up and they would try to make an effort to keep it secured. Mr. Denham stated that had not happened for a long time. Mr. Gumpenberger stated it had not. Mr. Denham said they have had problems with homeless getting in there and starting fires. The fire department has gone in there and two firefighters fell in a swimming pool they did not know was there and could have drown and had to be rescued. Mr. Denham stated it was really important this property remained secured, and they have not seen that. Mr. Gumpenberger stated that was unfortunate and they had been reminded of that incident. Mr. Denham said he understood the financing and all that, but this property must be secured. He stated this had been a problem for more than two years. Mr. Gumpenberger stated agreed. He stated what HDDA-Joplin LLC had done was boarded up the windows. It was closed inside. Mr. Gumpenberger said he drove by there this morning, and you were absolutely right they wire cut the fence, they had opened up a utility structure. Mr. Oliver stated the property remained wide open. Mr. Gumpengerger stated what he came to propose today was to continue revisiting the property and spending the money to have someone go there on a weekly basis, getting the fence patched up and adding some more security. Mr. Paul stated that Mr. Edwards in conjunction with Mr. Bolander had asked that the Board strongly consider ordering this property demolished today. Mr. Paul proposed a question and stated that HDDA-Joplin LLC was presented the demolition agreement back in May and one thing they do not

understand was HDDA-Joplin LLC financing does not seem to be related to the demolition of the building. The building was a liability, correct. Regardless of what HDDA-Joplin LLC. wanted to do with that property whether it was with this bank or some other bank that building must go. Mr. Paul stated and the City has offered you a free demolition so from the staff's perspective they do not understand why in the last 60-90 days it has not been signed and returned. Mr. Gumpenberger stated the group he represented their response would be and his response as well was they do not want to spend the money for demolition until they have assurance the financing was secured. Because if financing was not secured then the hotel does not get built and HDDA-Joplin LLC does not get reimbursed the cost of the hotel demolition. Mr. Paul stated but you are not paying for the demolition. The City would pay for the demolition and you would reimburse from the TIF. Mr. Paul said the City is the one who actually takes the risk if they proceed with the demolition, correct. Mr. Gumpenberger stated that was not how he understood it. He understood HDDA-Joplin LLC was the third party who was hiring the demolition crew to avoid various other restrictions that would be held if it were the City to hire. HDDA-Joplin LLC. would put up the money themselves and then be reimbursed by the City to which point once the hotel is built would recoup those funds plus an additional amount that they had agreed upon. Mr. Denham stated his concern was if the deal with the Springfield developer fell thru the Board would still be talking about this property two years from now. He stated this has been a problem forever. Regardless of what happens that building must come down and he does not really see a reason to postpone that. Mr. Tucker stated the building definitely had to come down but his big thing was were HDDA-Joplin LLC expecting the TIF to finance the project before they even decide on tearing it down. Mr. Tucker asked Mr. Paul if the City was going to pay for this up front and just recoup the fees. He stated that was no different than the City just demolishing it and putting a lien on the property. Mr. Paul stated that was his understanding. He stated he could clarify the matter by contacting Mr. Edwards or Mr. Bolander. Mr. Paul stated he had clarification on this issue. Mr. Edwards advised the structure of the agreement was the owner would be the one who contracts but the CID would pay all the bills. So that is how all of this would be funded. HDDA-Joplin LLC would not be responsible for coming up with any upfront money for the demolition. If the development occurred, the CID would be paid out of the TIF revenue from the new hotel. If the development did not occur there would be a special tax bill on the property like any other building in front of this Board. Mr. Paul asked if that was Mr. Gumpenberger's understanding. Mr. Gumpenberger stated no. The way they understood it they would have to pay it up front and if that is not the understanding then he will call Asbell Wrecking after this meeting, but he would like to confirm that with their legal that is how they read the side letter as well. If that was the case, then they could move now. But their understanding was no they had to pay it, demo it, they receive the rebate but if the hotel never gets built, they have to give it back. But if what you are saying is far cleaner then that would be the ideal path. Mr. Paul stated CID

would be paying up front and then there was not really a rebate to you all it would be the TIF monies going back to pay the CID. There would not be any money flowing from HDDA-Joplin LLC. back in and if the development does not occur then again there is a tax bill on the property like any other property the Board would order demolished. Mr. Gumpenberger stated if that was the case that was great news for the City of Joplin to get that thing going and get it down. Mr. Paul stated that was the information he had for the Board. Mr. Tucker stated he had one question just so he could clarify it in his own mind. So basically, the City was going to pay for this to be demolished. Mr. Paul stated technically it was the CID. Mr. Tucker stated it was still tax funds. Mr. Paul stated yes. Mr. Tucker said the City was going to pay for this to be demolished and then once demolished they basically get the write off and don't have to pay nothing out of pocket for demolition as long as someone else funds another project. Mr. Paul stated the CID would be paid back and he thought there was an overlapping CID and a TIF in this area if he remembered correctly. So, the increased TIF revenue would be used to pay the CID. As a result of the development. Mr. Tucker asked how long was left on the TIF and stated that was his concern. Mr. Gumpenberger stated that in this scenario Mr. Tucker, HDDA-Joplin LLC was basically giving up this incentive that they had with their deal with Woodsonia in terms of the area they represent. So, when that hotel is operating whereas usual, they would be able to recoup a certain amount of those revenues we now have to give them to the City to essentially pay back for the demolition. Mr. Tucker stated so it was one or the other. Mr. Paul stated they had three years for the project to be built. Mr. Gumpenberger stated the only thing added he would say to that was the demolition was $540,000.00 but he wants to say in the TIF, he does not know exactly, the City recoups either
$900, 000.00 or 1.1 million of the TIF revenue that they would have received. Mr. Gumpenberger said that was the hit they take. HDDA-Joplin LLC pays a premium to have that money now and you guys get it back when it is a Courtyard hotel. Mr. Michael Wicklund stated he thought the Board thought this was a huge liability not only for our fire departments and police departments but the general public. That is a very busy area and if someone were to get in there and get killed or something that would be on you guys. And it is bad press for all of us and bad press for the City of Joplin. Mr. Michael Wicklund stated he was inclined to say it had to come down now. We can't wait. Mr. Gumpenberger stated he would welcome a call with Mr. Edwards and our legal to clarify your interpretation is true vs. ours. Because if that was the case. Mr. Paul stated sure and if the Board ordered it demolished today the Judgment does not finalize for 30 days. First, it goes before the Council for approval and all that stuff. HDDA-Joplin LLC. would still have 4-6 weeks to easily determine if you want to sign the agreement before anyone even thinks about going out there to do anything. Mr. Gumpenberger would just like to have a meeting of the minds call to ensure your interpretation was the right one. Because if that is the case, HDDA-Joplin LLC. would sign it next week and they would call Asbell Wrecking to get started. Mr. Paul said sure, but he was not the

decision maker. Mr. Oliver stated if they did have a hearing on it today the City would have to bid it out. He said the quote HDDA-Joplin LLC. received, whether the bids come in at or above that. Mr. Gumpenberger stated that was where it got complicated because that was why they thought they had to pay it upfront was to avoid that process. They bid it out and shared it with the team all the different quotes they received. They picked one and they have been waiting. HDDA-Joplin LLC. had been waiting on the financing but if you are telling me that you guys were going to go through the bidding process. Mr. Paul stated not to totally confuse the conversation, if you were going to follow the agreement that has been presented that doesn't have anything to do with the City's bid process. Mr. Paul said this was an alternative track that the Board takes with any property that comes before it because the City then was following that process it does have to go out and take bids. But what he was saying that during that time that parallel process must go through all those steps. You would still have the opportunity to figure things out with Peter Edwards or Troy Bolander on making sure the interpretation was correct and if you continue with that agreement then he believed HDDA-Joplin LLC. would directly contract with Asbell like they were planning to. Mr. Paul stated he did not want that to get jumbled. Mr. Tucker stated he had one more question. Was the TIF Commission involved in this as well. Mr. Paul stated he did not know. **Motion to hold a Demolition Hearing on Item 2913, 3615 S. Range Line Rd. made by Mr. Michael Wicklund. Seconded by Mr. Duncan. (7 Aye, 0 Nay) Motion carried.** Mr. Paul called Mr. Jeff Oliver, Building Inspector City of Joplin to testify. The oath was administered by Ms. Vicky Copeland. 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, 1.2 and 1.3) Exhibit 1.1 was taken on May 18, 2020, the date the property was posted. Photograph shows placard. Exhibit 1.2 was taken on June 30, 2023, and he did apply a new placard that reflected the original date of posting which was May 18, 2020, and Exhibit 1.3 was taken on July 27, 2023. Mr. Paul stated the photographs reflect the current condition of the property. 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 HDDA, Joplin, LLC. as owner of the property. (Exhibit 2) Mr. Oliver stated he sent a certified letter to HDDA, Joplin, LLC. at 406 N. Main St., Rolla, Missouri and he had a signed receipt. (Exhibit 3.1) Mr. Oliver stated he send a certified letter to HDDA-Joplin LLC. in Atlanta, Georgia and he had a signed receipt (Exhibit 3.2) Mr. Oliver stated he sent a certified letter to Mr. Aaron Gumpenberger, 2106 McKinney Ave., Nashville, Tennessee, and he had a signed receipt. (Exhibit 3.3) Mr. Oliver stated he sent an email to Mr. Aaron Gumpenberger. (Exhibit 3.4) Mr. Oliver stated this item was advertised in the Joplin Globe with the publication dates of July 6, July 13, July 20, and July 27, 2023. (Exhibit 4) Mr. Oliver stated the Fire Marshall had sent an email with the incident reports from the past

several months. The date of January 25, 2023 was the most recent fire and the other was December 2, 2022. (Exhibit 5) Mr. Oliver expressed that he had based his opinions off the Code of Ordinances with sub-section line 4, line 12, line 13, line 15, line 18 and line 19. Mr. Oliver stated that in his professional opinion, he would recommend demolition of the structure. Mr. Oliver reiterated there had been a fire, fire department responded, two firefighters could not see the pool due to the fire and smoke, they fell in the pool and fortunately they were rescued by other firefighters there on the scene. Mr. Paul stated now would be the time for Mr. Gumpenberger to ask any questions of Mr. Oliver. Mr. Gumpenberger stated no, all the statements were true. Mr. Paul asked the Board if they had any questions for Mr. Oliver. The Board did not have any questions. The oath was administered to Mr. Gumpenberger by Ms. Vicky Copeland. Mr. Gumpenberger agreed with all statements except there was one item he would like to point out to this Board and the timeline of ownership. HDDA-Joplin LLC. took this property on in December, 2019 out of foreclosure. They went down to the Courthouse and took it. Mr. Gumpenberger's sister company is a bank that lends to hotel owners. They made a loan to a bad apple. That bad apple may have started this hotel. After the hotel was 70% built and lacking confidence that he could not get it done, ran out of money, spent the loan in other ways he should not have and had to give the keys back to us. So HDDA-Joplin LLC. inherited this property. When they inherited that property, the pool had not been drained and there had been a fire. Under no incidence whatsoever had HDDA-Joplin LLC. had they owned the hotel and abandoned it would have let that water remain in that pool. We took it on like that. Mr. Gumpenberger stated he asked that your statement about the firefighters falling in the water be clarified that was not under the ownership of HDDA-Joplin LLC. Mr. Paul stated sure. Mr. Paul said again your opportunity in terms of anything else you want the Board to consider and of course he said he knew Mr. Gumpenberger wanted the opportunity to talk to Mr. Peter Edwards and Mr. Troy Bolander. Mr. Gumpenberger stated he just needed to understand the way you have described it this does not nullify the agreement they have negotiated with the City for the demolition. Mr. Paul stated correct. Mr. Michael Wicklund asked if there was any way they could request of HDDA-Joplin LLC. to have security on site until this was fully demolished. It is a wide opened property. Mr. Paul said you could certainly ask that of HDDA-Joplin LLC. but that is not something the Board can order. Mr. Tucker stated he also had a question now that we were talking about that. He said if you noticed any time you were going to the Casinos that Joplin Police or Newton County Sheriff's Department were usually monitoring the property at Petro. Was there not a way that Council could order JPD monitor this property at all times like they monitor Petro and the truck stops. Mr. Paul stated they could request increased patrol, but he believed that to be the extent of what they can do. Mr. Gumpenberger stated what they would like to do and what he would do with Bryan Properties was to hire a caretaker that would revisit the property at least once a week preferably three. The caretaker would drive around it and be the contact for authorities

if there was a complaint. He stated if you contact him, he is in Nashville and would not be able to fix anything. He said that was they would like to do and that was their intention. Mr. Michael Wicklund stated the problem was that things were happening in during the night and if you were having someone go out 1-3 times a week they were going during the day. The caretaker would not see the activity during the night that was usually taking place. Mr. Michael Wicklund stated the incident reports indicated the fires occurred in the night. He stated he would love to see HDDA-Joplin, LLC put someone out there 24-7 or maybe visit during the middle of the night. Because that was when the activity was happening. Mr. Michael Wicklund stated he was looking at it from a liability point for HDDA-Joplin, LLC. He stated he did not think they wanted the bad press if something happened out there. **Motion Item 2913, 3615 S. Range Line Rd. 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. Brown. (7 Aye, 0 Nay) Motion carried.** Mr. Tucker asked if that included the parking lot. Mr. Gumpenberger stated the contract they have in place does include the parking lot.

Item 2985, 130 S. Moffet Ave.

Wendy Stevens, owner of the property was present at the meeting. Ms. Stevens stated the property was listed. She said that someone broke in her alley door and stole approximately $30,000.00 of equipment and tools. She stated she is one income and one person. However, she said she could demo without a permit. She had been demolishing everything and she had photos. Unfortunately, she could not get her photos to print this morning to bring to the meeting. She was down to the 2 x 4 studs on the third floor working her way down. She was getting that cleared out. She could provide a copy of her electrician's license so she could move forward to running electricity while the walls were open. One of the questions she does have was when she had her original permit it was listed under 130 S. Moffet Ave. for the apartment behind the building that she renovated and the City inspected. However, a couple of weeks after that she found there was an address associated with that, 609 W. 2nd Ave. She does not believe that permit was pulled under 609 W. 2nd Ave. because they were unaware there was even an address because it was not listed with 911. Her understanding was that she could only have one permit per year which would have been pulled back in November. She requested clarification as to whether she could pull a building permit under 130 S. Moffet Ave. so she can move forward with electrical. Or was it under 609 W. 2nd Ave. or was there a discrepancy or was it changed. She stated she was building a car wash in Carthage. Her building is going up next week. She was working 12-14 hours per day. She was absolutely doing all she could to keep this

moving. Obviously, she loves this home, or she would not have bought it and doing everything she could. After the theft she was stolen from again. And not that it would make any difference to anyone in this room last week someone was in her garage, jumped her and hit her with a 2 x 4. She had literally been through hell and back. She was doing everything she could to get this house up and moving. She has her electrician contracted. She was working on a payment contract to get her roof done. She stated she could email the photographs of her progress on the residence. She had a sewer break two weeks ago and 10 feet of sewer pipe had to be replaced and that was on the apartment side and that took a hot minute as well. She stated she was doing everything literally within her power, one income, it is just one person. She asked if this matter could be tabled for three months at a time to remove stress from her. She said she was not going anywhere. Why did she list the house. Because the renovation of the apartment upped the price of the property $100,000.00. She wanted to see what bites there were. There have been a few. People want to buy it when it is renovated and that is going to cost you. She said people don't want to tackle what she had to tackle but she would not give up. She has six more weeks on her contract on the real estate side of it and once it is off the market it stays off the market. She advised the Board they were stuck with her because she was not going anywhere. As much as the humidity kills her and she was not used to it, she was going to suck it up and live with it. She stated that was her request to table this matter for three months, allow her to get the emails in line, get the Board photos, find the discrepancy on the building permit whether it is 130 S. Moffet Ave. or 609 W. 2nd Ave. She would like to move forward and get her electricians in and work on her contractors for plumbing. Mr. Bryan Wicklund stated he could answer a couple of those questions right now. He said in December you were issued a permit for 609 W. 2nd Ave. Mr. Bryan Wicklund stated he would not have an issue giving her a permit for the 130 S. Moffet Ave. address. Mr. Bryan Wicklund stated that when they issue a permit for the remodel the trades are supposed to be a part of that permit. Mr. Bryan Wicklund said you really need to pull a permit that would cover you as the general contractor and then you can give us names for the trades that you think will be the contractor. If that changes not a big deal. He stated the roofing was not as important. He could list her as the roofing contractor but if you actually hire a contractor to do the roofing, they need to know who they are for your protection so they can make sure the contractor was licensed. Mr. Denham stated he knew it was difficult to make the meetings while working full time but communicating with Mr. Oliver or a member on Bryan's staff would go a long way. He said he did not believe the Board has had much communication with Ms. Stevens in the past several months. Ms. Stevens stated you are correct. Mr. Denham said he thought they were looking at having this building ordered demolished because of inactivity. Ms. Stevens stated that was why she was here, and he was correct. There had not been much activity or much communication. She said other than what she had told them there had been so much going on in her life it wasn't even funny. Mr. Denham stated he understood that, but an

email or phone call would go a long way to protect your structure. Ms. Stevens said now moving forward since she just had to kick her daughter out permanently and that was challenging for her. But since she has had personal things that have been rectified over the past couple of weeks, she can start emailing more frequently because of the help she was supposed to have didn't work out so well. So now that was eliminated, she can move forward and have better communication with Jeff. She stated she would send emails and photographs monthly to the Board. That was her goal. She asked if she could send someone in her place to the meetings if she had to work. Mr. Denham said sure if they could give updates on the property. Mr. Denham stated he was not in favor of continuing this matter for three months. He thought it needed to stay on a monthly rotation until the Board actually saw progress. Ms. Stevens stated if she did not ask, she would not know. All she could do was ask. She said she did have someone that could attend meetings and provide an update. She would provide photos via email moving forward. Mr. Tucker asked if it was determined whether this was a historic home. Ms. Stevens stated yes it was on the National Registry. Mr. Tucker stated in his opinion with it being a historic home he would not be so adamant about tearing it down. Ms. Stevens said she would not give him a chance she promised. Mr. Oliver stated he knew Ms. Stevens had not owned the property the whole time but it had been on the agenda for over a year, so we need to see some action. Ms. Stevens stated if you remember at all when she bought the home her realtor did not disclose at the time of purchase that it was on this hearing. She stated she found out three weeks later when somebody walked in her door one day and had no idea, he did not disclose that to her. Once she found out things changed significantly and so did her life. So, moving forward she will not give the Board a chance to demolish this home. She loves this house, and she bought it for a reason. Mr. Denham stated so if you sold the home, you would disclose this to the potential new buyer. Ms. Stevens stated she would not sell the property but yes, she will. Mr. Denham stated it is listed for sale. Ms. Stevens said yes, it is and it is only listed for five more weeks before it comes off the listing. She had not had a showing in two weeks. Mr. Denham stated he understood that. Ms. Stevens said it was listed in her disclosure paperwork that it was on the demolition hearing. She had included all papers to go with it, absolutely. She stated she does not operate like that. Mr. Denham stated that is good, thank you. **Mr. Duncan made a motion to continue Item 2985, 130 S. Moffet Ave. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Tucker. (7 Aye, 0 Nay) 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 they had some set back with getting the exterior going. The contractor they had lined up decided the project was not going to work for this company. Since then, they have found another contractor that can get started in three weeks. That was the timetable given to him by the contractor. In the meantime, they have all their contractors ready to go for everything else. They finally got their drawings back from Marmic. They are here and ready to go. So they will get the rough in plumbing done and then they have an electrical contractor ready to go as soon as the exterior is buttoned up. He would then be ready to go in and put electrical in. Mr. Oliver asked about the sprinkler. Mr. Babb stated yes, Marmic was doing the sprinkler and they had the drawings, and we are good to push through with them. They just need the main line brought in from the plumber. Mr. Oliver advised to get the permit in place before they begin with any work. Mr. Babb stated absolutely. Mr. Denham asked which contractor was it that walked off the job. Mr. Babb said the exterior contractor. They had one contractor that was going to do all the exterior. Mr. Denham asked if they had all the windows. Mr. Babb stated they have all the materials at a warehouse. Mr. Oliver asked Mr. Babb if by the next meeting he was going to have his permits in place for all trades. Mr. Oliver stated the whole show. Mr. Babb stated yes. Mr. Babb said there was a possibility he would not be able to attend the August meeting. Mr. Denham stated he would need to communicate with Mr. Oliver. Mr. Babb stated absolutely. Mr. Bryan Wicklund stated how many units were planned for 302 S. Connor Ave. Mr. Babb stated seven units in total. Mr. Bryan Wicklund asked if 306 ½ S. Connor was just a single-family home. Mr. Babb stated correct. Mr. Michael Wicklund asked Mr. Babb if he thought 306 ½ S. Connor was really worth salvaging. Mr. Babb stated yes, he does. It had been looked at several times but the bank's position on the property was the appraisal vs. their costs were still on track to be about a wash as far as cost per cost. But as far as the longevity goes, they were looking at the future vs the right now costs. Mr. Michael Wicklund said it needed a lot of work. Mr. Babb stated he understood. Mr. Denham stated the foundation, roof, framing there was a lot there. Mr. Denham said he believed the siding was transite board which is asbestos containing material. Mr. Brian Wicklund stated he would need to do some checking however one thing to consider was if 306 ½ S. Connor was demolished he may not be able to build. Mr. Babb stated correct, if he demolished, he would not be able to build back new. Mr. Bryan Wicklund stated that was because of some zoning regulations for that property so that was something that would have to be factored in. Mr. Tucker asked how many units were going in that again. Mr. Babb replied seven units in the 302 building. Mr. Tucker said so seven tenants would be living in there. Mr. Babb stated correct. Mr. Tucker asked about parking. Mr. Babb stated it would pretty much have to be street parking. Street parking was the only parking accessibility. Mr. Michael Wicklund stated that was where he was going with the 306 ½ S. Connor. Would it not be more beneficial to raze that and use that space for parking. Mr. Babb stated the problem was there was sewer that runs

back there. Mr. Michael Wicklund asked the main sewer line for the whole neighborhood or just for this home. Mr. Babb said the main for those buildings goes back there. So that was an issue brought to his attention. If they did demolish that and then decided to put some parking there would that cause too much weight on those lines. There were multiple factors leading to their decision to keep the structure and rehabilitate. Mr. Denham asked if 302 S. Connor originally had seven spaces as well. Mr. Babb stated yes, they were not changing the number of units. He stated they were not adding more units. Mr. Tucker wanted to add that he hoped they would vet their people. He did not know if it was going to be low income or not. He stated this had been the place of murders. It had been a bad territory for a long time, and he just hoped when this was done and completed that the people they were going to put in there would be better for our community. Mr. Babb stated they have multiple rental properties through the area and that was not what they were about. They were not looking to have anybody that is not an outstanding citizen. They do quarterly inspections, and they make sure their tenants are not destroying the property. He stated his desire was to bring back this property. There was a lot going on in this area and that was his honest goal for this property was to make it one of the buildings that was actually going to be nice in that neighborhood again. Mr. Denham stated this was their 13th time discussing this property. The Board needed to see some major progress. Mr. Babb stated he would have loved to see the entire outside done going into this meeting and unfortunately with the situation this was what they were presented with. They were trying to make the best of every situation. It is frustrating trying to get people to work. Mr. Michael Wicklund asked if Mr. Babb could disclose the name of the new contractor. Mr. Babb stated Chris Evans. Mr. Michael Wicklund stated they were very good and he would stand by them.

Mr. Michael Wicklund made a motion to continue Item 2986, 302 S. Connor Ave. and Item 2987, 306 ½ S. Connor Ave. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (7 Aye, 0 Nay) Motion carried.

Item 3002, 301 S. Winfield Ave.

Ipolito Lopez, 301 S. Winfield Ave., Joplin, Mo. appeared on behalf of the property. Ms. Soledad Zavala, City of Joplin, acted in a giving capacity as interpreter for Mr. Lopez. Mr. Lopez stated the roof and deck had been completed this week. He stated the porch had a deck now and the roof had been completed. He had two windows that were left to repair. All the other windows had been repaired. Mr. Denham asked Mr. Oliver if permits were in place. Mr. Oliver responded yes. Mr. Denham requested a progress schedule to be presented at the next meeting. Mr. Lopez stated he would have a schedule to present at the next meeting. Mr. Lopez said his wife would be present at the next meeting. **Mr. Windsor made a motion to continue Item 3002, 301 S.**

Winfield Ave. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Tucker. (7 Aye, 0 Nay) Motion carried.

Item 3003, 129 S. Patterson Ave.

Kylin Smith, owner of the property was present. Mr. Oliver stated this property could be released. Mr. Denham stated construction was nearly complete. Ms. Smith stated she had a tenant ready to move in. **Mr. Michael Wicklund made a motion to release Item 3003, 129 S. Patterson Ave. due to the completed construction. Seconded by Mr. Duncan. (7 Aye, 0 Nay) Motion carried.**

Item 3010, 1116 S. Jackson Ave.

Patrick Stone, owner of the property was present. Mr. Stone stated the rough in electric and plumbing was done. He will call next week to schedule inspections. He stated he spoke with Mr. Oliver about the roofing and whether he needed to do the roof. He stated Mr. Oliver said he probably did not need to, but he was a roofer by trade, so he wanted to look at it real good. He was waiting for a front plate glass window and after the inspections he would start doing drywall and get this thing wrapped up in probably eight weeks. Mr. Denham stated he appreciated his efforts. **Mr. Tucker made a motion to continue Item 3010, 1116 S. Jackson Ave. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Windsor. (7 Aye, 0 Nay) Motion carried.**

Item 3011, 911 W. B St.

Stephen Spicer, owner of the property was not present at the meeting. Mr. James Todd, 8900 Indian Creek Parkway Suite 180, Overland Park, Kansas represented the bank in this matter who has a lien interest. He was here to monitor the progress of the property. He stated there had not been any work done on the property. They are not involved in the active, they just want to monitor the Board's position. Mr. Oliver stated he did receive a phone call from the contractor stating he would not be able to make the meeting. The contractor sent an email and promised they would place a dumpster on Monday and begin work. Mr. Oliver stated the owner and contractor wished to proceed with the renovation. Mr. Oliver said the permit was going on seven months old. Mr. Oliver stated the only work completed was the front porch. They had failed an inspection and the property had not been reinspected at this point. Mr. Oliver stated the property was secured. Mr. Tucker asked Mr. Spicer if his bank was financing this

property. Mr. Spicer stated the loan to purchase the house was secured by the bank. The bank had a lien interest, but they are not involved in the specifics of the renovations. **Mr. Michael Wicklund made a motion to continue Item 3011, 911 W. B St. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Tucker. (7 Aye, 0 Nay) Motion carried.**

Item 3014, 822 S. Byers Ave.

Joe Micklson, owner of the property was not present. Mr. Oliver stated the property was completed. **Mr. Wagner made a motion to release Item 3014, 822 S. Byers Ave. due to demolition completion. Seconded by Mr. Duncan. (7 Aye, 0 Nay) Motion carried.**

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

Dustin Mellies, 1027 S. Main, Suite 330, Joplin, Missouri represented the property. Mr. Mellies stated it had been slow the past couple of months, but they were moving forward. They had been working on some structural and foundational issues. They called for a sheathing inspection, they failed that inspection. They are currently working on correcting those things. They had put in some push piers in underneath the foundation. They have replaced some seal plates. They are close to being ready to call for another inspection to be able to put sheathing on and roll with windows and siding. The roof had been done since last meeting. The second building, 121 S. Byers Ave. was almost 100% cleared out and ready to go. As far as the interior they had been working with Jonathan Tasset to get some plans drawn up. They were very close. He has a meeting with him this week to discuss parking. He has a not for construction set of prints drawn up. It was getting real close. Mr. Denham requested a schedule to be presented at the next meeting. Mr. Mellies responded yes; they would have to definitely update their schedule. They are a good month or two behind from the original schedule. The original completion date was the end of this year, but he would say they are a month or two beyond that completion date. Mr. Denham stated great, the Board would appreciate that schedule. **Mr. Duncan made a motion to continue Item 3015, 117 S. Byers Ave. and Item 3016, 121 S. Byers Ave. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Windsor. (7 Aye, 0 Nay) Motion carried.**

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

Ed Kunce, 2630 S. Wall, Joplin, Missouri spoke on the property. He stated he had questions. He inquired about the progress of the properties. He said the properties had been listed for demolition for four months. It had been there for 3 ½ years. Mr. Michael Wicklund asked Mr. Kunce if he was the property owner. Mr. Kunce stated no he lived in the neighborhood. The neighbors are tired of looking at it and they would like to know what was going on. It keeps getting pushed back month after month. They were excited four months ago when they saw on the website that the Board was going to give them two weeks to make progress or be demolished. Mr. Kunce said here we were four months later, and we are not any further along. He said it was one year ago on Christmas that they brought in that prefab apartment. He asked the Board if they had been by to see what the property looks like. The Board responded yes. Mr. Kunce asked if they would like to look at that every day for 1 ½ years. Mr. Tucker said he thought they all love Gringos. Mr. Kunce said pardon. Mr. Tucker repeated his statement. Mr. Kunce stated it started out a project that was supposed to be a real nice project. They brought binders by. He stated they relocated there after the tornado. They were one of the first houses down there. People are rebuilding and there are nice homes there. People are trying to keep their homes nice. They were supposed to have a big thing there because of the medical and dental schools. The walking trail they presented it. We all looked, and it was going to be nice. High rent, that fell through. Then it sat. His understanding was the same people still owned it. They just keep changing the LLC. As he saw here it was still owned by the people in Neosho. That is who set the prefab. They prefabbed that apartment in Neosho. So, he was sure it was still the same people. They brought that up and set it there and done nothing. Mr. Bryan Wicklund stated he could give an update. He stated the original permit that was sold to the owner. He said it was his understanding that the owner is not involved with this project at all. He is not the person in Neosho. The person attempting to complete the project now was the same person that manufactured the building. They weren't the owners then. He does not know if they are the owners now. He has been led to believe they were purchasing the property. They have applied for a permit to complete all three structures. The permit had not been issued yet. Mr. Bryan Wicklund stated they were still waiting on plans. Directions keep getting changed, how many living units there will be. They go from six units to four units and back and forth with the gentlemen from Neosho. Mr. Bryan Wicklund stated he had hoped he would be here today. He stated that was where they were at. Mr. Papen had applied for a permit and submitted plans. Mr. Bryan Wicklund stated he was backtracking and saying that the plans needed changed. Mr. Kunce said and there is another month. Here we go, we will be at five months again and still nothing. He stated he does not understand. Mr. Tucker asked if this was the

same gentleman that owned several businesses that Bryan was talking about. Mr. Paul stated the one who was trying to purchase it was his understanding. He thought they were talking about the same guy. Mr. Kunce stated he was sorry, but he thought it had just been too long. He thought it had been strung out. He thought it needed to stop. He stated they do not take care of the property, the weeds, the grass, and the animals. They get skunks, possums and the weeds are horrible. They do not do anything until the neighborhood people call and call. Homeless people tear the boards off and go inside. He stated he tried to keep his property up and the other people do too. It had been years. He stated as you could see he was getting to be an old man. He had tape on his ankle. He was outside in this heat weed eating and watering his grass and he was sick of looking at it and he knew his other neighbors were too. He does not understand why after 1 ½ years, it was the week before Christmas that was how he could remember it, when they came in and put that prefab piece of junk two-story building in that was going to be low-income apartment and sat it there. A year ago, on Christmas. Nothing had been done except the orange fencing. He asked the Board if they had seen the orange fencing for safety. It is down on the ground. He stated you had to get down on the ground to see it. The morning he called the City to ask about the procedure he was told about the man in Neosho. That afternoon a truck showed up with new panels on it. Okay, he found that to be a Christmas miracle. Kinda interesting isn't it. He stated he was not a very intelligent man, but coincidences are very interesting. He said maybe he needs to call him. One phone call brought a truck up after 1 ½ years. He stated and he didn't want to get into all of that. He said to the Board let's stop tabling this and make this a nice neighborhood. He stated he guaranteed them if they were in north town or in one of the new developments not where they are stuck down there in the old tornado zone, he did not think it would look like this for 2 ½ years. Mr. Kunce said he paid the same rate of taxes. Mr. Denham stated he appreciated him speaking and coming to the meeting. They understood his frustration and the Board was frustrated as well. He said the Board ordered it demolished a while back and the new owner stepped up and asked for a chance to make it right. That is where they are presently. Mr. Kunce stated he did not think it was a new owner. He really doesn't. Mr. Denham said that was who came to the meeting. Mr. Kunce stated he knew. Mr. Denham asked Mr. Bryan Wicklund if the property ever passed inspection. Mr. Bryan Wicklund stated no. Mr. Denham asked if the owner still planned on demolishing the property or rehabbing the property. Mr. Bryan Wicklund stated his desire was to go ahead and complete that one. Mr. Kunce said he can't because the material he used was only rated for outside for six months and it had been there 1 ½ years. Mr. Kunce stated he had some other friends in real estate and construction, and they had been by, and they said he can't do it. He brought a truck load of new panels down there and he watched a guy try to pick up a panel off the truck and as he was lifting it over and it shattered. My wife saw it too. The new one he was going to try and put on. Mr. Kunce said he would not trust a nail that went into

that structure. He thought he would need to replace the whole thing. Mr. Tucker asked if Mr. Kunce was to the south of that property. Mr. Kunce said pardon. He said it doesn't matter. Mr. Tucker stated he enjoyed that big firework show down there this year. Mr. Kunce said no, that was not him, but he knew who he was talking about. He stated yes, those guys do it. That was great. Mr. Kunce apologized and stated he was getting older and less patient, but it was alittle frustrating. Mr. Denham stated they share his frustration because they deal with it every month. Mr. Denham said they treat every neighborhood the same whether you were in the north town, south town. They all live in different areas of the city and they volunteer to try and make the city better. Honestly, the Board does not treat any neighborhood better or worse. Mr. Kunce stated he understood. He volunteered also. He was the President of Joplin Little League for three years and he coached Little League. He said but let me tell you there is a storm drain down there too that runs through there by the walking trail. Drive by that today and tell him that was treated the same because the weeds there have not been taken down by the City. Now, the City owns that. Mr. Denham stated he was just talking about their committee. They do not control weeds. Mr. Denham said they do not treat neighborhoods differently. Mr. Kunce stated he understood that but the City had let that area go down there. He said the whole package was frustrating for them. Mr. Michael Wicklund asked it they could continue two and demolish the third. The two vacant slabs. They are not a danger to the neighborhood, but could they be continued if there was progress on those. Mr. Paul stated you could split it up however you want. Mr. Denham stated he would be okay with that. Mr. Denham asked if there was anyone else to speak on this property. He asked if the owners had shown up. Mr. Tucker asked if they were prepared for a hearing. Mr. Paul stated it had been in the past. Mr. Michael Wicklund stated that if a permit had been pulled on 2617 S. Pearl Ave. could they order it to be demolished. Mr. Bryan Wicklund stated there was no active permit on any of the three properties. **Motion to hold a Demolition Hearing on Item 3027, 2617 S. Pearl Ave made by Mr. Michael Wicklund. Seconded by Mr. Windsor. (7 Aye, 0 Nay) Motion carried.** Mr. Paul called Mr. Jeff Oliver, Building Inspector City of Joplin to testify. 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) Exhibit 1.1 was taken on March 7, 2023, the date the property was posted. Photograph shows placard. 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 J. Pearl Properties, LLC as owner of the property. (Exhibit 2) Mr. Oliver stated he sent certified letters to the owner at an address in Neosho, Missouri and he had a signed receipt for one of those letters. Mr. Paul stated in addition to those letters Mr. Oliver sent a certified letter to the registered agent, which was an attorney in Joplin. (Exhibit 3) Mr. Oliver stated he also sent

certified letters to Guarantee Bank in Springfield, Missouri and he did not have a signed receipt. (Exhibit 4) Mr. Oliver also sent a certified letter to SpenServ-St. Louis, INC., Missouri, and he does have a receipt. These certified letters were sent because the names appear in the title work as interested parties. For instance, if they were holders of the deed of trust or mortgage or some other instrument that would have been the address we would have used. (Exhibit 5) Mr. Oliver stated this item was advertised in the Joplin Globe with the publication dates of April 6, April 13, April 20, and April 27, 2023 (Exhibit 6) Mr. Paul stated that in addition to the notices, you also posted a notice on the property, the letters and publication we have talked about the owner of the property was actually aware of these proceedings because they have been here before the Board before. Mr. Oliver stated yes, they had been here before. Mr. Paul stated they had not contacted you in some time, correct. Mr. Paul said to add further context to this hearing this was not first posted in March, this was first posted last year. Mr. Oliver stated correct. Mr. Paul stated in fact this Board held a special hearing in December to release the property in an attempt to work with the owner for them to try and obtain financing. Mr. Oliver stated correct. Mr. Paul stated despite that attempt they had not done what they said they were going to do by March. Mr. Paul stated they showed up to the first meeting but have not been back. Mr. Oliver stated correct. Mr. Oliver expressed that he had based his opinions off the Code of Ordinances with sub-section line 12, line 13 and line 19. Mr. Oliver stated that in his professional opinion, he would recommend demolition of the structure. William E. Kunce, 2630 S. Wall, Joplin, Missouri approached the podium, and the oath was administered by Ms. Vicky Copeland. Mr. Kunce stated he lived across the alley. Mr. Paul asked Mr. Kunce if everything he had previously told the Board was the truth. Mr. Kunce said yes, it is. Mr. Denham asked Mr. Oliver typically when a property was demolished the slab was removed. Would the slab remain on this property if they wanted to rebuild. Mr. Oliver stated when we have a demolition order it takes everything. Mr. Denham responded okay. Mr. Denham stated there are already two other slabs there and he doesn't know if they would ever proceed with this, but he stated it was the Board's decision if the slabs remain. Mr. Tucker stated he had a question because since they already knew this came up on a truck, once they found out it had been ordered demolished do they have the right to come back in and load it up and get it out of there. Mr. Denham stated sure. Mr. Michael Wicklund stated he was the one who mentioned keeping the slabs on the other two, he guessed he would have no problem if they left the slab on this one. Mr. Denham stated the Board could always revisit the whole property and demo all three slabs in the future if they don't follow through. Mr. Duncan asked if it would remain on the agenda for the slab. Mr. Paul stated that was your call. Mr. Oliver said you could exclude the slab. Mr. Duncan stated the other two are on the agenda. Mr. Michael Wicklund asked once this property was demolished could they remove all three from the agenda or should they just continue for six months on just the slabs. Mr. Duncan stated he was not very optimistic that anything was going to happen to the

slabs or anything else. Mr. Duncan would like to keep it on the agenda to make sure something happens. Mr. Denham stated he would hate to go six months. Mr. Oliver stated if you left the slab, he would not pull it from the agenda because they have two other slabs sitting there. Mr. Michael Wicklund asked if there were requirements for them to put a barrier around them. Mr. Denham stated they had asked them before to fence the area and according to the neighbor it was falling down. Mr. Windsor stated he was of the frame of mind that they had made all kinds of promises that they haven't kept. Mr. Windsor stated he did not believe they would continue with any progress. Mr. Windsor was in favor of just taking care of the slab also and leave the others for the next meeting. Mr. Denham stated for the record the Board did get a copy of an email from the original architect on the project he was not going to be involved. At one time the buyers or the owners said he would be involved in the future, but he has said he would not be involved. Apparently, they have someone else preparing plans and drawings, but we have not seen anything or been submitted. Mr. Bryan Wicklund, City of Joplin was administered the oath by Ms. Vicky Copeland. He stated it was his understanding that the properties were actually owned by J. Pearl Properties. Mr. Wicklund stated he spoke to Mr. Pappan yesterday about this project and some other projects that he had going in town. Mr. Bryan Wicklund stated he needed to call him back today to answer some questions even about this property and the alley and other things. Mr. Bryan Wicklund stated he knows Mr. Pappan was going to say there had been progress and he had been talking to the Building Department and he was in the process of putting together plans. He stated he just wanted to make it known that it was not that he had not been in conversations with the Building Department even though he does not come to many of the Building Board meetings. He would call him and let him know what was going on and answer his other questions. Mr. Michael Wicklund asked if there was a better deal if they remove the other slabs. If we do all three at one time since we are right there. Mr. Tucker stated we would need to have a hearing on the other two properties. Mr. Michael Wicklund stated would it be more cost effective for the City and tax dollars just to take them all. Mr. Oliver stated he believed the contractors would take that into consideration. They are not having to set up two or three times, so they are all there together. Mr. Oliver said he would assume it would save some, but he could not say for sure. Mr. Michael Wicklund asked if when the properties were purchased weren't the slabs already there. Mr. Oliver stated yes. He stated that Mr. Pappan does not own the property yet, but the slabs were there. Mr. Bryan Wicklund stated the original owners it was an LLC that in conjunction with Farrell Construction they were the ones who started the project. Mr. Bryan Wicklund stated it was his understanding they still own it. No, the slabs were not there, and they have owned them for some time way way before the slabs. Mr. Michael Wicklund stated he was in favor of changing his Motion to removing the other two slabs as well if the Board wanted to go ahead and have a demolition hearing. He stated he was all about saving money saving a little money for the taxpayers and having all three of them removed.

Mr. Paul stated the Board was just looking at this property right now and he did not think the Board had decided what they were doing with the other two today. Mr. Bryan Wicklund stated he thought it was important to clarify whether they are including the slab or not with this property and the other two are separate. **Motion Item 3027, 2617 S. Pearl Ave. be declared a dangerous building in accordance with the Joplin Code of Ordinances and so ordered to be demolished including the slab, outbuildings and any storm shelters and ordered to be vacated made by Mr. Duncan. Seconded by Mr. Tucker. (7 Aye, 0 Nay) Motion carried.**

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

Owner of the property was not present. Mr. Denham asked the pleasure of the Board. Mr. Tucker stated he thought they should be continued and see what the outcome of the demolition would be. **Mr. Tucker made a motion to continue Item 3026, 2611 S. Pearl Ave. and Item 3028, 2621 S. Pearl Ave. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Wagner (5 Aye, 2 Nay) Mr. Michael Wicklund and Mr. Duncan voted no. Motion carried.**

Item 3030, 1010 E. 20th St.

Allyn Burt, owner of the property was present. Mr. Burt stated they were still waiting on the backordered windows. He said he called, and the company stated the windows would not be shipped until August 1st and he said he had no idea why that would be. He stated this was a reorder because a lot of the windows were broken when they were shipped. He said they applied for a building permit and just got it the first of the week. He said everything is moving since they have the permit, they would move forward even without the windows. He requested that he not have to come to the meetings because this was rather difficult. Mr. Denham stated they would not need to have the meetings monthly if he was making progress. He said they could have the meetings every 60 days. Mr. Burt said he did not understand. The reason he was saying that was because he had the building permit and that was what they had been waiting on for so long. Mr. Burt asked if the Board was still looking at demolition in 60 days. Mr. Denham stated that was the procedure that it would be kept on the agenda until construction was close to complete. Mr. Windsor stated a couple of days ago when he drove by the property, he noticed broken windows. He said those windows need to be boarded up. Mr. Burt stated no, those are the ones. Mr. Windsor said he understood but if the windows are broken, they are a danger and they need to be boarded up. Mr. Burt stated the windows were on the second level where no one can get to them. Mr.

Windsor said the windows he saw broken out were on the first level. Mr. Windsor advised Mr. Burt to reinspect the property. Mr. Burt stated he did not know where those windows were located. Mr. Burt said as far as he knew that all windows had at least one pane in. Mr. Burt stated he did not see that. Mr. Windsor advised Mr. Burt again to reinspect the property. **Mr. Michael Wicklund made a motion to continue Item 3030, 1010 E. 20th St. to the September 22, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (7 Aye, 0 Nay) Motion carried.**

Item 3033, 1010 W. 3rd St.
Item 3034, 302 S. Gray Ave.
Item 3035, 304 S. Gray Ave.

Lance Ledford, Ledford Construction represented the property. Mr. Ledford stated properties are all one lot. They were in the process of getting a lot split so the two properties on Gray Ave. could be demolished and a duplex put back in its place. All the paperwork had been submitted. They requested one thing on the plot and that was to give an easement on the south part of the west most part of it so the sewer can get to the alley on the west side. Mr. Ledford turned that in this morning. It should meet all the qualifications. Mr. Denham asked if the properties were already zoned multi-family. Mr. Ledford stated yes, multi-family. Across the street it is zoned R-3, that was one of the things they determined immediately was that it was R-2. Once the lot is split, they do not have to go before Planning and Zoning. Mr. Denham asked about the property on W. 3rd St. and whether they were going to rehab that property. Mr. Ledford stated yes, and he will turn in a permit next week to remodel that. They will gut the inside of it and turn the garage into another bedroom. He was working on the details of the plans, and he will turn them in next week. Mr. Tucker stated he had the opportunity to drive by on his way to the Recycling Center and he noticed a couple of windows wide open and busted. He requested those to be boarded up and secured because school was about to start and there would be a lot of children walking by going to North Middle School. Mr. Ledford agreed and stated he had seen a picture sent to them by their project manager and they are in the process of securing the windows and the door. Mr. Oliver asked if he would begin working on the utility sign offs for demolition on the two structures. Mr. Ledford thought those had already been turned in, he would follow up. **Mr. Wagner made a motion to continue Item 3033, 1010 W. 3rd St., Item 3034, 302 S. Gray Ave. and Item 3035, 304 S. Gray Ave. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Tucker. (7 Aye, 0 Nay) Motion carried.**

Item 3038, 2119 E. Manitou St.

The owner of the property was not present. **Motion to hold a Demolition Hearing on Item 3038, 2119 E. Manitou St. made by Mr. Michael Wicklund. Seconded by Mr. Tucker. (7 Aye, 0 Nay) Motion carried.** Mr. Paul called Mr. Jeff Oliver, Building Inspector City of Joplin to testify. 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 taken on May 8, 2023, the date the property was posted. Photograph shows placard. Exhibit 1.2 was taken on July 27, 2023. 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 John M. Osborne as owner of the property. (Exhibit 2) Mr. Oliver stated he sent certified letters to the owner at 2119 E. Manitou, Joplin, Missouri, and he had one signed receipt. (Exhibit 3) Mr. Oliver stated this item was advertised in the Joplin Globe with the publication dates of July 6, July 13, July 20 and July 27, 2023. (Exhibit 4) Mr. Oliver expressed that he had based his opinions off the Code of Ordinances with sub-section line 6 and stated the building was the subject of a fire. Mr. Oliver stated that in his professional opinion, he would recommend demolition of the structure. **Motion Item 3038, 2119 E. Manitou St. 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. Tucker. (7 Aye, 0 Nay) Motion carried.**

Item 3039, 810 W. 17th St.

The owner of the property was not present. The owner has pulled a permit. Mr. Oliver asked for this item to be continued. **Mr. Michael Wicklund made a motion to continue Item 3039, 810 W. 17th St. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Tucker. (7 Aye, 0 Nay) Motion carried.**

Item 3040, 1620 S. Wall Ave.

The owner of the property was not present. Mr. Oliver stated the owner did bring in paper this morning. The owner was contacted last month, and he made no attempt to do anything to the property. He was aware of a potential demolition hearing today and the owner stated he did not have time to attend the meeting. **Motion to hold a**

Demolition Hearing on Item 3040, 1620 S. Wall Ave. made by Mr. Michael Wicklund. Seconded by Mr. Duncan. (7 Aye, 0 Nay) Motion carried. Mr. Paul called Mr. Jeff Oliver, Building Inspector City of Joplin to testify. 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) Exhibit 1 was taken on May 16, 2023, the date the property was posted. Photograph shows placard. 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 Midway Mobile Home Park, LLC. as owner of the property. (Exhibit 2) Mr. Oliver stated he sent certified letters to the owner at County Rd. Oronogo, Missouri and he did not have a signed receipt. (Exhibit 3) Mr. Oliver stated he sent certified letters to the owner at an address here in Joplin. He obtained this address after a conversation with the owner by phone. He sent a letter by regular mail also. (Exhibit 4) Mr. Oliver stated this item was advertised in the Joplin Globe with the publication dates of July 6, July 13, July 20, and July 27, 2023. (Exhibit 5) Mr. Oliver expressed that he had based his opinions off the Code of Ordinances with sub-section line 6 and line 13 and stated the building was the subject of a fire. Mr. Oliver stated that in his professional opinion, he would recommend demolition of the structure. **Motion Item 3040, 1620 S. Wall 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. Duncan. (7 Aye, 0 Nay) Motion carried.**

Item 3041, 1101 S. Jackson Ave.

The owner of the property was not present. Mr. Oliver stated the owner of the property was out of the country however he signed a consent form. **Mr. Wagner made a motion to release Item 3041, 1101 S. Jackson Ave. due to pending demolition. Seconded by Mr. Windsor. (7 Aye, 0 Nay) Motion carried.**

New Business

Item 3042, 4002 S. Duquesne Rd.

Brian Trevino, owner of the property was present. He stated he just needed to get it demolished. Mr. Denham asked if he was the owner of the property. Mr. Trevino stated yes. Mr. Oliver asked if there was insurance on the property. Mr. Trevino stated yes. Mr.

Oliver asked if there were proceeds coming in. Mr. Trevino stated yes. Mr. Oliver stated Mr. Trevino could reach out and obtain the names of licensed demolition contractors. Mr. Denham stated this was the first time on the agenda so the Board automatically continues the matter for 30 days but if he could get the building torn down that would be great. If not reach out to Mr. Oliver. Mr. Oliver stated he wanted to make sure Mr. Trevino understood accessory structures as far as the City code goes are not allowed to stay. He stated if Mr. Trevino does not intend on rebuilding the detached garage would need to go with the house. Mr. Trevino stated he planned to rebuild because he had the property, well and septic already there. He would probably just rebuild after the demolition. Mr. Oliver stated so with that being said do you plan on keeping that garage. Mr. Trevino stated he planned on it. Mr. Oliver stated okay you would have to pull a permit within six months to one year in order to keep that garage. If not, they would have to revisit and essentially the City would go after the garage. Mr. Trevino stated okay that was fine. **Mr. Windsor made a motion to continue Item 3042, 4002 S. Duquesne Rd. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (7 Aye, 0 Nay) Motion carried.**

Item 3043, 1202 S. Murphy Ave.

The owner of the property was not present. Mr. Oliver asked for this item to be continued. **Mr. Windsor made a motion to continue Item 3043, 1202 S. Murphy Ave. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (7 Aye, 0 Nay) Motion carried.**

Item 3044, 1209 S. Jackson Ave.

The owner of the property was not present. Mr. Oliver stated he would try to obtain a consent form. **Mr. Duncan made a motion to continue Item 3044, 1209 S. Jackson Ave. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Windsor. (7 Aye, 0 Nay) Motion carried.**

Item 3045, 715 W. 32nd St.

The owner of the property was not present. The property had been demolished. **Mr. Windsor made a motion to release Item 3045, 715 W. 32nd St. due to demolition. Seconded by Mr. Tucker. (7 Aye, 0 Nay) Motion carried.**

Item 3046, 221 S. Pearl Ave.

The owner of the property was not present. The structure was the subject of a fire. **Mr. Windsor made a motion to continue Item 3046, 221 S. Pearl Ave. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Duncan. (7 Aye, 0 Nay) Motion carried.**

Item 3047, 2701 W. D St.

The owner of the property was not present. Mr. Oliver stated if you recall we had this as 2703 W. D St. a couple of months ago and we ordered it demolished. This was a garage that Mr. Oliver had assumed went with this property but right before our meeting he did find out this garage had its own partial address and therefore we were not able to order the garage. Mr. Oliver stated the gentleman that was in the house was trying to make a home out of this property. Mr. Oliver asked for a continuance.

Mr. Michael Wicklund made a motion to continue Item 3047, 2701 W. D St. to the August 25, 2023, Board of Appeals meeting for a progress report and demolition hearing. Seconded by Mr. Windsor. (7 Aye, 0 Nay) Motion carried.

Other Business

Donna Bray, 217 N. Gray Ave., Joplin, Missouri. She stated she was not on the agenda anymore since the Board ordered her house demolished but she would like to say something if she could. The Board did not have any objections, but Mr. Denham said to make it brief. She stated since her home had been ordered demolished, she assumed the publications had gone out to the newspapers and since then her property had been flooded even though it is posted, "No Trespassing." Her property had been flooded with contractors who have been climbing all over her property and looking in her bedroom windows. They are going all over her neighbor's property to get pictures or whatever they need to do. She stated she had lived in her home for over four months now, that is her property. She does not appreciate people peeping in her bedroom windows. She said it had become more of a nuisance since the City had ordered it demolished and she was not going anywhere. That is her home and there is a large team being put together in Joplin to help renovate her home and to fight the injustice of putting a 68-year-old woman out on the streets. But she just wanted to make notice because she had sent numerous emails and she had made several requests to different members of the Board to City employees, and she got no response whatsoever. She stated she could not even find out who to appeal the Board's decision. She said she was told he could not give her legal advice and maybe she needed to seek an attorney. But as you

all know she does not have the money for an attorney. But what she does know is she does live in that home, she sleeps in that home, that is her home, and she is not going anywhere. Mr. Tucker stated just to let the record reflect she reached out to him via Facebook Messenger. He spoke on anonymity at the time because he could not give legal advice. He stated obviously he was not an attorney. He gave her some options, HUD places like that. He said he told her in all legality if you know what you were doing you don't really need an attorney. He told her she could represent herself in Court. (Pro Se) But he was just one person on the Board and this body was not going to listen to everything he said. The property had already been ordered demolished. He stated he just wanted the record to reflect their conversation. Mr. Paul stated he was looking for his email, but he was pretty sure that what he told her was he could not give her legal advice, but he would suggest they are filed in the Circuit Court. Ms. Bray said you said that was a suggestion. Mr. Paul stated yes, and he said he did not appreciate her misleading the Board as to what he did or didn't tell her. He said he did not have to tell her that much, but he did because he wanted to be nice. Ms. Bray stated okay. Mr. Paul said most attorneys would not have responded to you at all. Ms. Bray said actually she has had a lot of attorneys respond to her. Mr. Paul stated most attorneys that represent the other side would not have responded to you. Ms. Bray stated okay but she did make it clear to him that she was living in her home. Mr. Paul said that was fine but that was not what she told the Board several months ago. Ms. Bray said she did tell the Board that she was living in her home. Mr. Paul said several months ago you told the Board you were living with your son in an apartment. Ms. Bray stated no, none of her sons live in an apartment. Mr. Paul asked the Board if he was misremembering. Mr. Denham stated he did not recall an apartment but at one time she said she was living with her son. Ms. Bray said she did live with her son. Mr. Denham stated he thought they asked specifically a meeting or two ago if you lived with your son. Ms. Bray said a long time ago more than a meeting or two ago. Mr. Denham stated we have already had action on this. Mr. Denham stated they appreciated her coming in. He stated if you feel endangered where you are at you need to call the police. Ms. Bray stated she did feel endangered, and she had called the Police many times. Mr. Denham stated they could not control what other parties do. He reiterated to her that if she felt endangered, she should call the police. Ms. Bray said, thank you. Mr. Tucker said contrary to that he wanted to make a Motion and he hoped to get a second. He said recently he wanted to go before the Planning and Zoning Commission, and it came to his attention that they even had a Planning and Zoning Commissioner come up here and we allowed them to speak. He stated that when he went before that Board, he was told by Madam Clerk that he had to be on the agenda. He wanted to make the Motion going forward people have to request to be on our agenda. Just like any other Board. Mr. Paul stated sure that was why the Chairman started that conversation with whether the Board was interested in entertaining that. He said he thought that was the rule as of right now. Mr. Tucker stated what he was getting at was as a fellow Board member himself that if

he wanted to go before a different forum that was also part of the City he should be able to speak and not to be told oh that he had to request because he called down to another City Clerk and she said you should just be able to go before that forum just like you do us. He stated when he got there, he was told no that was not the way it works you have to request to be on the agenda. Well, if that was the case, he spoke to Troy about this too, then he feels the Building Board of Appeals should do the same thing. Mr. Michael Wicklund stated he guessed he did not understand the Motion. Mr. Tucker said basically he was just confused he felt you could go before any Board and speak like people who come before this Board and speak when they want to. When he went before the Planning and Zoning Commission he was not permitted to speak. Mr. Paul stated you really don't have people who don't have business before the Board who typically show up and when they do the Chair does ask the Board was interested in allowing them to speak or not unless they basically get added or allowed to speak. Mr. Paul said the default rule was they don't unless they are here on an item of business on the agenda. Mr. Paul stated that would be his attitude. It was not a free for all for people to show up and decide they want to talk. Mr. Bryan Wicklund stated he did not think he was confused about it. The Planning and Zoning Committee could have allowed you to talk but they decided not to let anyone talk. He stated this Board had the same authority it was just in the past like Mr. Paul stated we don't have a lot of people just walking up and talking about random properties. Usually, they are addressing a property already addressed by the Board. That was different. He stated in Ms. Bray's case you had the option so say no you were not on the agenda or yes, the Board will listen. He said it was just the Zoning Board may be in the habit of not letting anyone talk unless they were on the agenda. They are handled exactly the same. Mr. Denham asked Mr. Tucker if he was trying to talk about a property on their agenda. Mr. Tucker stated no, no, it was actually there, Mr. Brian Wicklund knows why he was there, the City was basically allowing businesses to not have public restrooms any more. Mr. Tucker stated he was pretty upset about this. He has a daughter with special needs and can not use the restroom when you are anywhere. He stated it was ridiculous but yet Planning and Zoning makes that requirement. It was a by-law so why these places are allowed to get away with it was mind boggling. Mr. Bryan Wicklund stated he thought that would get better addressed moving forward and he could talk to Mr. Tucker later about that and the potential he sees. Mr. Tucker stated he could reach out by email regarding that matter. Mr. Denham asked Mr. Tucker if he wanted to retract his Motion. Mr. Tucker stated yes, he would retract his Motion since it really is the same forum. Mr. Denham stated when he was on the Planning and Zoning Commission, they would allow people to speak but it had to be on a property. They have to advertise just like the Building Board of Appeals advertise their property. Mr. Denham stated it was a long process. Mr. Denham said they had an item before the Board last month and they had to get on the agenda a month ahead of time and then it goes to City Council. It was a big long process just to get on their agenda. Mr. Michael

Wicklund stated in response to your Motion they probably should have done Roberts Rules of Order and had an actual Motion to accept or deny in a complete vote. Whether we wanted to listen to her or not. Mr. Duncan stated that was the first time that had happened since he had been on the Board, but he thought it was a good point to have a policy about that otherwise it would be a free for all.

Mr. Denham asked for a motion to adjourn the meeting. Motion made to adjourn the meeting by Mr. Windsor. Seconded by Mr. Wagner. (7 Aye, 0 Nay) 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