Rezoning Application

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

Office Use Only
Case No.: 033-23
Filing Fee: $550.00
Received: 4/27/23
Date Advertised: _____
Proj. No.: 23-177
Public Hearing Date: 6/12/23

Applicant: Delmy Zavala. Phone No.: 417)825-5762

Address: 1601 E. Valley st. Joplin Email: delmyzavala19@gmail.com

Owner: Delmy Zavala. Phone No.: _____

Address: _____ Email: _____

Location of Property: 832 S. Pennsylvania Ave.

Present Use of Property: Residential House (single family)

Proposed Use of Property: Residential House (Single family)

Current Zoning: C-1 Requested Zoning: Single home R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North		R-3
South		
East	✓	1200 ft. R-3
West		M-2

Character of the Neighborhood: Mostly Single-Family Homes

Relationship to Existing Zoning Pattern:

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

If yes, explain: Existing house - single-family - no longer grandfathered under C-1

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: S Pennsylvania & 9th St

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

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

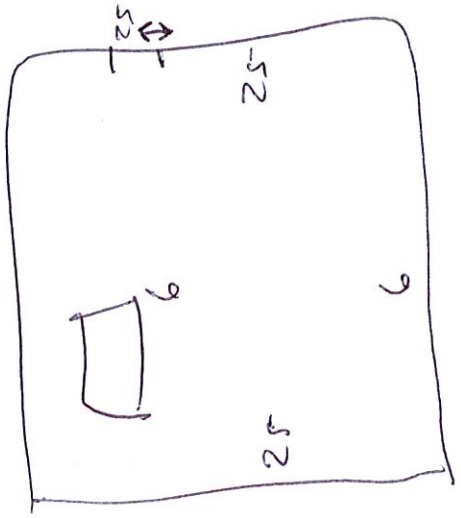
1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.



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

Additional Platting Comments: _____

Unique Characteristic of Property and/or Additional Comment:

Zoned C-1 - needs to be rezoned to R-3 to build single family home

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

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

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

Signature: _____ **Date:** 04.27.23

CONTRACT

THIS CONTRACT, made and entered into this 8th day of October, 2021, by and between RALPH SVILARICH REVOCABLE LIVING TRUST AGREEMENT, RALPH SVILARICH, TRUSTEE hereafter called "CREDITOR" and DELMY ZAVALA, a single person and HENRY UTUY, a single person, whose mailing address is 1601 E. Valley Street, Joplin, Missouri 64801, hereinafter called "DEBTORS".

1. Consideration. By and in consideration of the mutual covenants herein contained, DEBTORS agree to buy, and CREDITOR agrees to sell under the terms of this Contract for Deed certain real estate located in Jasper County, Missouri and legally described as follows (sometimes referred to as the premises):

All of Lot Numbered 60 in Norton's Sub-Division of the City of Joplin, Jasper County, Missouri.

2. Purchase Price. The purchase price for the foregoing real estate shall be the sum of Seventy-Two Thousand and Five Hundred Dollars ($72,500.00), which shall be paid as follows:

(a) DEBTORS shall pay to CREDITOR a down payment in the sum of Twenty Thousand and Five Hundred Dollars ($20,500.00).

(b) CREDITOR shall finance the remaining purchase price of Fifty-Two Thousand Dollars ($52,000.00) for a period of five (5) years and two (2) months and shall bear interest at the rate of seven percent (7%) per annum. DEBTORS shall pay a monthly payment of One Thousand and One Dollars and ninety-two (92) cents ($1,001.92) beginning November 1, 2021, with a like payment due on the same day of each month thereafter until paid in full. Said payments shall be made by the DEBTORS as the CREDITOR requests. At the time of signing of this Contract, CREDITOR requests that DEBTORS deposit the monthly payment into CREDITOR'S bank account. If no other arrangements are available, then payments shall be mailed to the address of CREDITOR at 13465 Oakwood Trail, Neosho, Missouri 64850. If paid by bank deposit, then the date shown by CREDITOR'S bank shall prevail as date paid. If paid by mail, then the post-marked date shall prevail as the date paid.

(c) At the option of CREDITOR, failure to make any payment when due shall make the entire unpaid balance immediately due and payable.

(d) Pre-payment privilege **shall not be available to the DEBTORS for the first thirty-six (36) monthly payments of this contract**. Prepayment privilege is granted to the DEBTORS beginning in the 37th month of this contract.

3. Marketable Title. Upon performance of this Contract by DEBTORSS, the CREDITOR agrees to convey marketable title to DEBTORS by Warranty Deed duly acknowledged. Said deed shall be delivered upon full payment of the purchase price, principal, and interest, called for herein. The CREDITOR warrants that title to the described property will be marketable upon DEBTORS full payment for such property. The CREDITOR warrants title to the above-described property to be marketable upon execution of this Contract subject to liens, easements, rights of way of record and restrictions of record. The term "marketable title" shall be defined as set forth in the Title Standards of the Missouri Bar.

4. Escrow of Warranty Deed. Upon execution of this Contract, CREDITOR is executing a General Warranty Deed, which deed will be held in escrow with a copy of this Contract until the DEBTORS complies with all terms of this Contract. Upon payment of the purchase price, principal and interest, as called for herein the deed shall be delivered to the DEBTORS. Upon happening of such event, the Special Warranty Deed hereinafter provided for shall be delivered to DEBTORSS and the escrow terminated.

5. Escrow of Special Warranty Deed. Upon execution of this Contract, DEBTORSS shall execute a Special Warranty Deed in favor of CREDITOR. Such deed shall be held in escrow and should DEBTORS default by failing to make any payment called for hereunder or by failing to comply with any other terms of this Contract, the Special Warranty Deed shall be delivered to the CREDITOR and the escrow terminated. Recording of such Special Warranty Deed by CREDITOR shall be conclusive proof that this Contract has been terminated and that DEBTORS have no further interest hereunder.

6. Recording. This Contract shall not be recorded in the land records nor shall either party record any memorandum, notice or other instrument describing the existence of this Contract for Deed.

7. Condition of Premises. DEBTORS accept the premises and all improvements in "as is" condition without any warranty either express or implied, except as to the warranty of title contained herein. DEBTORS acknowledge that the premises and the improvements thereon are in need of repair, maintenance, and clean-up, including **but not limited to:** roof replacement, extermination treatment for bugs, change of all locks. DEBTORS acknowledge that the CREDITOR has given them the right and opportunity to inspect the premises themselves or by a professional property inspector (at DEBTOR'S expense), prior to signing this Contract and with the knowledge that this Contract is for premises, and all improvements in an "as is" condition.

8. Lead Based Paint Disclosure. CREDITOR has no knowledge of any lead-based paint on the premises. There has never been a disclosure to the CREDITOR concerning Lead Based Paint by prior owners of, occupants of, or workmen on the premises. DEBTORS understand that the existence of Lead Paint can be a health hazard especially to children. DEBTORS assume the risk to check the premises for Lead Based Paint.

8. Default. Should DEBTORS default by failing to make any payment called for herein, or by otherwise failing to comply with the terms of this Contract, CREDITOR may declare this Contract in default and thereupon, may declare the entire unpaid balance hereunder due and payable. If such amount is not paid within ten (10) days of said declaration of default, CREDITOR may re-enter and take possession of the property without notice and such re-entry may be forcible or otherwise and in addition to such re-entry and re-taking of the property, CREDITOR may retain all payments made hereunder as liquidated damages, actual damages being difficult, if not impossible, to determine. Upon re-entry CREDITOR may remove all items belonging to DEBTORS and have such items stored at the expense of DEBTORS. If such items are not claimed by DEBTORS within fifteen (15) days, CREDITOR may sell or dispose of such items. It is specifically agreed that in the event of such default, DEBTORS shall have no claim at law or in equity for a refund of any portion of the monies paid under this Contract. DEBTORS shall be considered to be estopped from claiming any refund.

9. Improvements. Should DEBTORS default by failing to make any payment called for herein, or by otherwise failing to comply with the terms of this Contract, and CREDITOR has declared the Contract in default, then DEBTORS shall have no claim at law or in equity for improvements that the DEBTORS may have performed or caused to be performed on the premises herein. DEBTORS shall be considered to be estopped from claiming any payment, repayment, compensation, or refund for such improvements to the premises.

10. Time is of the Essence. It is agreed by both the CREDITOR and the DEBTORS that time is of the essence in this Contract.

11. Late Charges. If CREDITOR accepts any late payments from DEBTORS, they shall be subject to the late charge of $50.00, plus $5.00 per day for every day late AFTER the seventh day.

12. Mechanic's Liens. DEBTORS shall not take any action during the existence of this Contract which might result in the filing of a Mechanic's Lien against the property. The filing of such lien or DEBTORS signing a Consent to Lien, as provided for in Chapter 429 RSMo. without the prior written permission of CREDITOR, shall be a breach of this Contract. CREDITOR does not pre-authorize any construction or improvements to the premises. Authorization for the construction of repairs or improvements, if any, shall be given in writing by CREDITOR as an addendum to this Contract before any construction begins.

13. Assignment. CREDITOR may transfer or assign his interest in the above-described real estate so long as such transfer or assignment does not affect CREDITOR's contractual obligation incurred under this Contract. DEBTORS **may not assign or otherwise transfer** their interest hereunder without the express written permission of CREDITOR. In the event that such permission is granted, DEBTORS shall remain liable to CREDITOR for the performance of this Contract.

14. Notices. Any notices called for herein shall be given to CREDITOR and DEBTORS at the above addresses. Changes in mailing address of either the CREDITOR or DEBTORS must be given to the other party in writing within ten (10) days of any change of address. Failure to update the address of either party to the other shall not inure a benefit on the non-reporting party. Notice shall be deemed as delivered to the last known address of either party.

All notices shall be personally served upon the parties or mailed by U.S certified mail, postage prepaid, to the parties at the address given. Notice shall be deemed given when mailed.

15. Binding Effect. This Contract shall be binding upon the heirs, personal representatives, successors and permitted assigns of the parties hereto.

16. Applicable Law. This Contract has been entered into and negotiated under the laws of the State of Missouri and shall be governed by such laws.

17. Real Estate Taxes. The real taxes for 2021 shall be pro-rated. The taxes for the year 2022 and following will be the responsibility of DEBTORS. CREDITOR shall deliver a copy of the Real Estate Tax invoice to the DEBTORS no later than NOVEMBER 15th of each year. DEBTORS shall pay the Real Estate Tax due to the CREDITOR no later than December 15th of each year. CREDITOR shall pay the Jasper County Collector no later than December 31st of each year. CREDITOR shall deliver a copy of the PAID receipt for said taxes by January 15th of each year.

18. Insurance. CREDITOR shall maintain the insurance policy on premises through the completion of this Contract. DEBTORS shall reimburse the CREDITOR each month for the monthly Insurance premium. CREDITOR shall provide a paid receipt for said Insurance within ten (10) days of paying same. DEBTORS shall reimburse the CREDITOR within ten (10) days of receiving a copy of the paid receipt. CREDITOR shall supply DEBTORS with proof of insurance at each renewal period. DEBTORS' failure to reimburse the CREDITOR for Insurance Premiums paid shall constitute a breach of this Contract and a default by the DEBTORS.

19. Closing. This Contract shall be finally closed upon completion of the terms of this Contract.

20. Possession. DEBTORS shall receive possession of the premises on the date of signing of this Contract.

21. Maintenance and Use. Maintenance of the premises shall, at all times, be at the cost, risk and expense of the DEBTORS. DEBTORS agree to maintain the premises in as good or better condition as when received. DEBTORS shall not commit waste by cutting timber or removing the dirt, trees, or other items from the premises without prior written permission of CREDITOR. DEBTORS shall maintain the premises in a neat and orderly fashion free of trash, junk, inoperable vehicles, and other debris.

22. Risk of Loss. The risk of loss to the premises shall be upon DEBTORS during the term of this Contract. Should any of the improvements located on the real estate be damaged or destroyed by fire or other disaster prior to closing, the insurance proceeds shall be applied to repair or rebuild such improvement or to pay off the debt due on this Contract for Deed at the time of the loss.

23. Total Contract. This Contract sets forth the entire understanding between the CREDITOR and DEBTORS concerning the subject matter of this Contract and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, other contracts, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Contract other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this Contract (or any officer, director, employee or agent thereof) to induce the other party to enter into this Contract or to abide by or consummate any transactions contemplated by any terms of this Contract, except representations and warranties, if any, expressly set forth herein. No alteration, amendment, change or addition to this Contract shall be binding upon either party unless in writing and signed by both parties. The submission of any unexecuted copy of this Contract shall not constitute an offer to be legally bound by any provision of the document submitted either currently or in the future; and no party shall be bound by this Contract until it is fully executed and delivered to all parties.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Ralph Svilarich

RALPH SVILARICH, TRUSTEE OF THE RALPH SVILARICH REVOCABLE TRUST AGREEMENT, CREDITOR

DELMY ZAVALA, DEBTOR

HENRY UTUY, DEBTOR

Recorded in Jasper County, Missouri

Recording Date/Time: 04/04/2023 at 02:57:16 PM
Book: 2677 Page: 315
Instr #: 2023004385
Type: QC
Pages: 4
Fee: $33.00 S 20230004274

SEAL
RECORDER OF DEEDS
JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Quitclaim Deed

RECORDING REQUESTED BY _____
AND WHEN RECORDED MAIL TO:
~~Edwin Henry Utuy chanax~~ Delmy Madaly Zavala nuñez, Grantee(s)

Consideration: $ 6000.00
Property Transfer Tax: $ 358.98
Assessor's Parcel No.: 19101120011 01 0000
PREPARED BY: Ronald L. Bishop certifies herein that he or she has prepared this Deed.

Signature of Preparer _____ Date of Preparation _____

Ronald L. Bishop
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on _____ in the County of Jasper, State of Missouri
by Grantor(s), Ronald L. Bishop & Lisa G Bishop Married Couple.
whose post office address is 1702 S. Kentucky, Joplin MO 64804,
to Grantee(s), Delmy Madaly Zavala nuñez,
whose post office address is _____,

WITNESSETH, that the said Grantor(s), Ronald L. Bishop & Lisa G Bishop, for good consideration and for the sum of six thousand dollars ($6000.00) paid by the said Grantee(s), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title,

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Jasper, State of Missouri and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Ronald L Bishop

GRANTOR(S):

Ronald L. Bishop
Signature of Grantor

Ronald L Bishop
Print Name of Grantor

Signature of First Witness to Grantor(s)

Edwin H. Utley
Print Name of First Witness to Grantor(s)

Lisa Bishop
Signature of Second Grantor (if applicable)

LISA Bishop
Print Name of Second Grantor (if applicable)

Signature of Second Witness to Grantor(s)

David L Smith
Print Name of Second Witness to Grantor(s)

GRANTEE(S):

Signature of Grantee

Delmy M Zavala nunez
Print Name of Grantee

Signature of First Witness to Grantee(s)

Edwin H. Utley.
Print Name of First Witness to Grantee(s)

Signature of Second Grantee (if applicable)

Print Name of Second Grantee (if applicable)

Signature of Second Witness to Grantee(s)

David L. Smith
Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

State of Missouri

County of Jasper

On 4th day of April 2023, before me, Brennae Gilman, a notary public in and for said state, personally appeared, Donald Bishop, Lisa Bishop, Delma Zavala Nunez, David Smith, Henry Utuy Chanax

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Brennae Gilman
Signature of Notary

Affiant Known _____ Produced ID _____

Type of ID _____ (Seal)

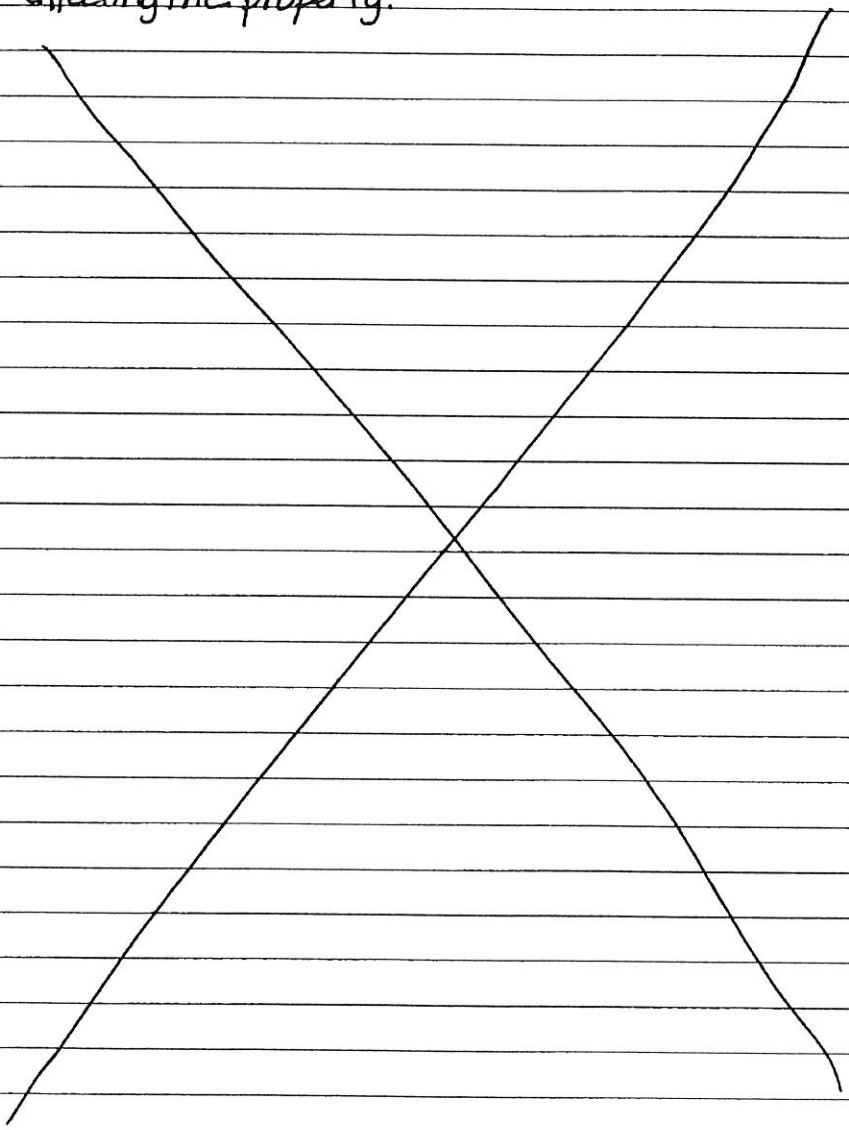
BRENNAE GILMAN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 22239910
My Commission Expires Sep 5, 2026

Exhibit "A"

All of lots Numbered Sixty-One (61) and Sixty-Two (62) in Norton's Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

Parcel ID: 19-1.0-11-20-11-10.000

Subject to building lines, easements, conditions and restrictions of record, and to any zoning law or ordinance affecting the property.



©SmartLegalForms



JASPER COUNTY TAX RECEIPT

2022 REAL ESTATE

Steven E. McIntosh, Collector

Two Office Locations

Carthage Office
Jasper County Courthouse
302 S. Main - Room 107
Carthage, MO 64836

Joplin Office
Jasper County Courts Building
601 S. Pearl
Joplin, MO 64801

BISHOP, RONALD L
832 S PENNSYLVANIA AVE
JOPLIN MO 64801

Mailing Address
Jasper County Collector
P.O. BOX 421
Carthage, MO 64836-0421

CODE NUMBER:	33-10841-0
PARCEL ID#:	19-1.0-11-020-011-010.000
SEC, TWN, RNG:	11-27-33
ACRES:	0.28
SITUS ADDRESS:	832 S PENNSYLVANIA
M-CODE:	0

DELINQ YEARS: NONE

Property Description

NORTON'S SUB LOTS 61 & 62

	Land	Structure	SUBTOTALS
Residential			9,110
Agricultural			0
Commercial			0
		TOTAL VALUATION	9,110

Tax District	Levy per $100	Total Tax
STAT	0.0300	2.73
COUN	0.0961	8.75
DDRB	0.0845	7.70
MH	0.0845	7.70
R8	3.6600	333.43
JORD	0.2235	20.36
CJOP	0.4205	38.31

TAX		418.98

Date Printed: 04/04/2023 **418.98**

PAID

VALIDATED BY
STEVEN E. McINTOSH - JASPER COUNTY COLLECTOR

DATE: 11/07/2022 AMOUNT PAID: 418.98 RECEIPT #: 900470

REAL ESTATE TAX RECEIPTS CANNOT BE USED TO LICENSE VEHICLES

CITY OF JOPLIN, MISSOURI - BUILDING DIVISION

DEMO RESIDENTIAL PERMIT

DATE ISSUED: 03/06/23 **EXPIRATION DATE:** 04/05/23	**PERMIT NO.** **23-00000563**
JOB ADDRESS: 832 S PENNSYLVANIA AVE JASP	
APPLICATION TYPE: DEMO RESIDENTIAL	
CONTRACTOR: 3 J'S MIDWEST CONSTRUCTION LLC	
SUB-CONTRACTOR:	

INSPECTIONS MUST BE SCHEDULED THE DAY PRIOR TO THE INSPECTION.
REQUESTS AFTER 4 P.M. WILL NOT BE SCHEDULED FOR NEXT DAY'S ACTIVITY.

FOR INSPECTION SCHEDULING EMAIL

BUILDING-INSPECTOR@JOPLINMO.ORG

FOR INSPECTION SCHEDULING CALL

(417-624-0820 ext. 1521)

THIS PERMIT ALLOWS THE HOLDER TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND/OR REMODEL A STRUCTURE LOCATED AT THE ABOVE ADDRESS.

THIS PERMIT NEEDS TO BE PLACED IN A CLEARLY VISIBLE LOCATION ON THE PROPERTY IN A WEATHERPROOF BOX WITH THE PROPERTY ADDRESS NUMBERS CLEARLY LEGIBLE FROM THE STREET.

APPROVED: Bryan Wicklund

CHIEF BUILDING OFFICIAL