INFORMAL AGENDA

August 19, 2013

5:15 p.m.

1. Request of Council for support for Historic Murphysburg – Matt Wright
2. Letter of support for Newton County bridge project within the city limits of Joplin.
3. Appointments/Reappointment to Boards and Commissions
4. Any other business

COUNCIL A G E N D A

August 19, 2013

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Melodee Colbert-Kean	Gary Shaw
Morris Glaze		Melodee Colbert-Kean
Bill Scearce (Mayor ProTem)		Dr. Benjamin D. Rosenberg
Jack Golden		Michael Seibert
Trisha A. Raney		

1. **Call to Order**
   Invocation
   Pledge of Allegiance

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**
   Public Hearing Procedures
   PUBLIC HEARING on Property Tax Levy

   PUBLIC HEARING on FY 2013-14 Proposed Budget

8. **Consent Agenda**
   1. Minutes of the August 5, 2013 City Council Meeting

   2. Minutes of the August 12, 2013 Special City Council Meeting

   3. COUNCIL BILL NO. 2013-278 - AN ORDINANCE providing for the vacation of a 10-foot wide utility easement located at 1123 South Range Line Road in the City of Joplin, Jasper County, Missouri.

   4. COUNCIL BILL NO. 2013-279 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of the Missouri Route 166 right-of-way between Interstate 44 and the Missouri/Kansas State Line, in Newton County, Missouri.

Anyone wishing to address the Council should step to the Podium and state their name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

5. COUNCIL BILL NO. 2013-280 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of Nee Road between the Missouri Route 166 right-of-way and the Missouri/Kansas State Line, in Newton County, Missouri.

6. COUNCIL BILL NO. 2013-281 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of Nee Road between the Missouri Route 166 right-of-way and Greenwood Drive, in Newton County, Missouri.

7. COUNCIL BILL NO. 2013-282 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located south of Nee Road between the Missouri/Kansas State Line and the Missouri Route 166 right-of-way, in Newton County, Missouri.

8. COUNCIL BILL NO. 2013-283 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of Nee Road and the Missouri Route 166 roundabout and the southwest corner of Nee Road and the Missouri Route 166 roundabout, in Newton County, Missouri.

9. COUNCIL BILL NO. 2013-284 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of Nee Road and the Missouri Route 166 roundabout in Newton County, Missouri.

10. COUNCIL BILL NO. 2013-285 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of the Nee Road and Missouri Route 166 roundabout, east of Nee Road and the Missouri Route 166 roundabout, and south of Nee Road and the Missouri Route 166 roundabout in Newton County, Missouri.

11. COUNCIL BILL NO. 2013-286 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near the southeast corner of Nee Road and Greenwood Drive in Newton County, Missouri.

12. COUNCIL BILL NO. 2013-287 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 150 feet east of the Nee Road and Greenwood Drive intersection in Newton County, Missouri.

13. COUNCIL BILL NO. 2013-288 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 485 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri.

14. COUNCIL BILL NO. 2013-289 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 810 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri.

15. COUNCIL BILL NO. 2013-290 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 1,230 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri.

9. Resolutions

1. RESOLUTION NO. 2013-022- A RESOLUTION authorizing the filing of an application with the Environmental Protection Agency, United States of America for a loan under the Federal Water Pollution Control Act as amended (33 U.S.C. 466,et seq.), and the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo).

2. RESOLUTION NO. 2013-023 - A RESOLUTION expressing the support of the Application of the Joplin Redevelopment Corporation to the Missouri Department of Economic Development for tax credits pursuant to the Missouri Distressed Areas Land Assemblage Tax Credit Program.

3. RESOLUTION NO. 2012-024 - A RESOLUTION authorizing the filing of a Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

4. RESOLUTION NO. 2013-025 - A RESOLUTION creating a nine (9) member Charter Review Commission for the City of Joplin; and, defining the purposes, membership and duties thereof.

5. RESOLUTION NO. 2013-026 - A RESOLUTION creating a Financial Oversight Committee to review projects and information related to City operations at the direction of the Council of the City of Joplin.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2013-007 - AN ORDINANCE approving an Agreement for Training Services by and between the City of Joplin, Missouri, a Municipal Corporation, and the Missouri Police Chiefs' Association; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

2. COUNCIL BILL NO. 2013-008 - AN ORDINANCE approving an Agreement for Shared Rental Costs of Fiber Optic Cable Connections by and between the City of Joplin, Missouri, a Municipal Corporation, and the Jasper County Emergency Services Board; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

3. COUNCIL BILL NO. 2013-009 - AN ORDINANCE authorizing the execution of an Amendment to the Joplin Recovery Tax Increment Financing Redevelopment Agreement by and between the City of Joplin and the Joplin Redevelopment Corporation, authorizing the City Manager to execute said Amendment by and on behalf of the City of Joplin; and containing an emergency clause.

4. COUNCIL BILL NO. 2013-010 - AN ORDINANCE amending Section 46-3, Council Zones., of the Joplin Municipal Code, to realign the zones to allow for more equal distribution of the electors included therein, and to include certain recently annexed properties, pursuant to Section 1.05 of the City Charter; and, containing an emergency clause.

5. COUNCIL BILL NO. 2013-213 - AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinances of the City of Joplin, Missouri to amend the speed limit on Range Line north city limits to south city limits to 40 m.p.h.; and containing an emergency clause.

6. COUNCIL BILL NO. 2013- 214 - AN ORDINANCE approving a contract with Apac of Missouri in the amount of Three Million Eight Hundred Fifty Three Thousand Nine Hundred Twelve Dollars and 88/100 Dollars ($3,853,912.88) for the Maiden Lane Widening from 9th Street to 32nd Street project in the City of Joplin, Missouri, pending approval by MoDOT; providing how the cost shall be made and levied, and containing an emergency clause;

7. COUNCIL BILL NO. 2013-215 - AN ORDINANCE authorizing the City of Joplin, Missouri to enter into a Contract with Kenny Singer Construction Company Inc. for the 24th & Meadow Storm Water Improvement Project in the amount of Three Hundred Forty Four Thousand Seven Hundred Forty One and 28/100 Dollars ($344,741.28), providing how the cost shall be made and levied; and containing an emergency clause.

8. COUNCIL BILL NO. 2013-216 - AN ORDINANCE approving the purchase of right of way from property at 1920 Wisconsin Avenue, consisting of All of Lots Numbered Two Hundred Three (203) and Two Hundred Four (204) in Campbell's Sixth Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Forty-Thousand and 00/100 dollars ($40,000.00) and containing an emergency clause.

9. COUNCIL BILL NO. 2013-217 - AN ORDINANCE approving the purchase of right of way and easements from property at 2002 Wisconsin Avenue, consisting of Part of Lots Numbered One Hundred Sixty-Seven (167) and One Hundred Sixty-Eight (168) in Southmorland Acres Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of One Hundred Seventeen Thousand Eight Hundred Eighty-Five and 00/100 dollars ($117,885.00) and containing an emergency clause.

10. COUNCIL BILL NO. 2013-218 - AN ORDINANCE authorizing the City of Joplin to enter into an Economic Development Agreement with the Missouri Highways and Transportation Commission for Roadway and Bridge Improvements Project No. 712181, on I-44 between Route 249 and Route 66, in Jasper County, Missouri, providing how the cost shall be made and levied; and containing an emergency clause.

11. COUNCIL BILL NO. 2013-219 - AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System, and containing an emergency clause.

12. COUNCIL BILL NO. 2013-509 - AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2013 in the amount of Sixteen and Eighty-Six Hundredths Cents ($0.1686) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2013 in the amount of Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause.

13. COUNCIL BILL NO. 2013-617 - AN ORDINANCE authorizing and approving the City of Joplin Fire Department to enter into a Mutual Aid Agreement with several fire departments in Jasper, Newton and McDonald Counties, and authorizing the Fire Chief to execute the Mutual Aid Agreement by and on behalf of the City of Joplin; and, containing an emergency clause.

14. COUNCIL BILL NO. 2013-623 - AN ORDINANCE approving a Memorandum of Understanding and a TKF Grant Administration Agreement by and between Drury University and the City of Joplin, Missouri, a Municipal Corporation, relating to the creation of an "Open Space Sacred Place" (OSSP) in the City's Cunningham Park; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2013-006 -AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Case 056-13: Approximately 860 feet south of Newman Road and 500 feet east of N. Florida Avenue – A request for a Site Plan Review for Rustic Ridge Villas, an 84-unit multi-family development in the Historic Stockyards District. – Historic Stockyards Properties, LLC (Tri-State Engineering, Inc.)

2. Vote to go into closed session, which shall pertain to the firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021 (3) RSMo, as amended, 2011, more specifically for the purpose of evaluating certain Council employees and legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2012. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Notice posted at 4:30p.m. on this the 15 day of August, 2013. (RSMo 610.020)

INFORMAL NOTES

August 5, 2013

Vote to move September 16, 2013 council meeting to September 23 due to some council members attending the 2013 MML conference in Branson, MO.	Council consented 8-1 to moving the September 16, 2013 to September 23, 2013 because of the MML conference in Branson, MO.
REMINDER: The September 2, 2013 council meeting will be moved to Tuesday, September 3, 2013 due to the Labor Day holiday.	Mayor Colbert-Kean reminder the Council of the Labor Day Holiday on Monday, 9-2, 2013 and the Council meeting scheduled for that Day will be moved to the following day on Tuesday, September 3, 2013
Training Center Update	Chief Roberts provided a training facility update Chief said Phase II is a request to provide training, education status provider on-site at the center. The cost is $7,000. Council approved the request.
Tornado shelter update	Leslie Haase, Finance Director reported on the tornado shelter update indicating Fema contacted the city stating there were 32 shelters at no cost. The city council approved for using city funds that are not being utilized in enlarging the city's storage facility this year to move and install the shelters for the city. Council also approved for the transfer from the State of Missouri surplus to the city, and the application process for the Second part of the program on August 19th. Leslie said remaining shelters will be approved by Council. City facilities receiving shelters are the Airport, Golf course, Maps, Parks Office, Museum, Turkey Creek Plant, South Police Station, Public Works Center, Athletic Complex, Public Safety Training Center, Fire Stations, Health building and Senior Center.
Appointments/reappointments – Boards and Commissions	Reappointments: Board of Adjustment: John Briggs/Alt; Health: Steve Slawson; Library: Courtney Dermott; Parks & Recreation: Paul Teverow; Traffic Commission JD Love and Nancy Wilkins.
	Appointments:

ADA Accessibility Committee: Vicki Emery and Sarah Vargyas; Board of Adjustment: David Layne and Alternate, Thomas Beismer;
Building Board of Appeals: Crystal Harrington and Ervin Wilson
Joplin Industrial Development Authority: Earl Clements
Joplin Redevelopment Corp: Keith Grebe
Traffic Commission: Gabe DeRocili

PUBLIC HEARINGS

1. PUBLIC HEARING on Property Tax Levy

2. PUBLIC HEARING on FY 2013-14 Proposed Budget

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES August 5, 2013

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean.

ROLL CALL – all were present

INVOCATION - read by City Attorney, Brian Head

FLAG SALUTE – led by Dr. Rosenberg

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA - There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
PUBLIC HEARING PROCEDURES – read by City Clerk Barbara Hogelin
The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

ACTION

PUBLIC HEARING for COUNCIL BILL NO. 2013-278.

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor of or against this item.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2013-278. Motion by Mr. Glaze, Second by Mr. Golden, to Place Council Bill No. 2013-278 on First Reading and Advance to Second and Third. Voting

in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-278

AN ORDINANCE providing for the vacation of a 10-foot wide utility easement located at 1123 South Range Line Road in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-279.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help.

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2013-279. Motion by Mr. Glaze, Second by Mr. Golden, to Place Council Bill No. 2013-279 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-279

AN ORDINANCE approving the voluntary annexation by the City of Joplin of the Missouri Route 166 right-of-way between Interstate 44 and the Missouri/Kansas State Line, in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-280.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help.

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2013-280. Motion by Mr. Shaw, Second by Mr. Scearce, to Place Council Bill No. 2013-280 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-280

AN ORDINANCE approving the voluntary annexation by the City of Joplin of Nee Road between the Missouri Route 166 right-of-way and the Missouri/Kansas State Line, in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-281.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help.

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2013-281. Motion by Mr. Shaw, Second by Mr. Scearce, to Place Council Bill No. 2013-281 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-281

AN ORDINANCE approving the voluntary annexation by the City of Joplin of Nee Road between the Missouri Route 166 right-of-way and Greenwood Drive, in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-282.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help.

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2013-282. Motion by Mr. Shaw, Second by Mr. Scearce, to Place Council Bill No. 2013-282 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-282

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located south of Nee Road between the Missouri/Kansas State Line and the Missouri Route 166 right-of-way, in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-283.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help.

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2013-283. Motion by Mr. Shaw, Second by Mr. Scearce, to Place Council Bill No. 2013-283 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-283

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of Nee Road and the Missouri Route 166 roundabout and the southwest corner of Nee Road and the Missouri Route 166 roundabout, in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-284.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help. John Berrey also mentioned they paid for sewer lines and he talked about the lights that MODot put in.

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2013-284. Motion by Mr. Scearce, Second by Dr. Rosenberg, to Place Council Bill No. 2013-284 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-284

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of Nee Road and the Missouri Route 166 roundabout in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-285.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help. John Berrey wanted to also mention that the owner is the Quapaw tribe of Oklahoma

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2013-285. Motion by Mr. Shaw, Second by Dr. Rosenberg, to Place Council Bill No. 2013-285 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-285

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of the Nee Road and Missouri Route 166 roundabout, east of Nee Road and the Missouri Route 166 roundabout, and south of Nee Road and the Missouri Route 166 roundabout in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-286.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered.

He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help.

Brenda Murray, 2721 Delaware, appeared in favor of this request to ask is there anymore annexations out there? She was told one would have to apply to be annexed.

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2013-286. Motion by Mr. Scearce, Second by Dr. Rosenberg, to Place Council Bill No. 2013-286 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-286

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near the southeast corner of Nee Road and Greenwood Drive in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-287.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help.

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2013-287. Motion by Mr. Shaw, Second by Dr. Rosenberg, to Place Council Bill No. 2013-287 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-287

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 150 feet east of the Nee Road and Greenwood Drive intersection in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-288.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help.

No one appeared in opposition of this request.

The Public Hearing was closed.

Dr. Rosenberg introduced Council Bill No. 2013-288. Motion by Dr. Rosenberg, Second by Mr. Scearce, to Place Council Bill No. 2013-288 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-288.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 485 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-289.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help.

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2013-289. Motion by Mr. Shaw, Second by Mr. Golden, to Place Council Bill No. 2013-289 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-289.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 810 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-290.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help.

No one appeared in opposition of this request.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2013-290. Motion by Mr. Shaw, Second by Dr. Rosenberg, to Place Council Bill No. 2013-290 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-290.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 1,230 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-291.

Mayor Colbert-Kean opened the Public Hearing

John Berrey, Chairman of the Quapaw Tribe appeared in favor of this item but said he hadn't had all his questions answered. He wanted to sit down with the city to get some questions answered. He wants to help the city out. He said he wants to discuss mutual aid agreements for police and fire backup. He keeps a fire truck and emergency medical techs at the casino that could be of assistance in case the city needs additional help.

No one appeared in opposition of this request.

The Public Hearing was closed.

Dr. Rosenberg introduced Council Bill No. 2013-291. Motion by Dr. Rosenberg, Second by Mr. Glaze, that Place Council Bill No. 2013-291 be Stricken from the Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was Stricken from the Agenda.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 1,675 feet west of the Interstate 44 South Outer Road and Douglas Fir Road intersection in Newton County, Missouri.

CONSENT AGENDA APPROVED - Motion by Mr. Scearce, Second by Mr. Glaze, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Minutes of the July 15, 2013 meeting

COUNCIL BILL NO.2013-618 - AN ORDINANCE approving the application of Emancipation Committee's Emancipation Celebration Park Day 2013; Spiva Center for the Art's, Tools in Motion Exhibition; Bright Futures USA, Bright Futures Community Engagement Conference; Joplin Disc Golf, Four States Open and Rufus Racing's, Joplin Triathlon Weekend; for utilization of FY2013 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. Ordinance No. 2013-162

RESOLUTIONS

ORDINANCES-EMERGENCIES

Dr. Rosenberg introduced Council Bill No. 2013-004. Motion by Dr. Rosenberg, Second by Mr. Golden to Adopt Council Bill No.2013-004. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-163

AN ORDINANCE submitting to the electors of the City of Joplin, at a Special Election on Tuesday, November 5, 2013, the question of whether the City shall impose a local use tax at the same rate as the total local sales tax rate, currently Two and Five-Eighths Percent ($2^{5/8ths}$ %), on all retail sales subject to taxation pursuant to the provisions of §144.600 through §144.761 RSMo.; providing for the use tax to be reduced or raised in the same amount as any City sales tax is reduced or raised; and imposing a local use tax of $2^{5/8ths}$ %, on all retail sales subject to taxation pursuant to §144.757 RSMo., upon the approval of a majority of the qualified electors voting; prescribing a form of Ballot thereof; and, containing an emergency clause.

Mr. Golden introduced Council Bill No. 2013-005 - Motion by Mr. Golden, Second by Mr. Shaw to Adopt Council Bill No.2013-005. Voting in favor were Council Members: Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Abstention: 1, Colbert-Kean.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-164

AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the Commissioners' Award and the Commissioners' fees in the case styled City of Joplin, Missouri v. Molandco, Inc., a Missouri Corporation, et al, Case No. 13AO-CC00067, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8650, Project No. TC-0509, to complete the acquisition of right-of-way across property generally

located at 2705 Washington, in Joplin, Jasper County, Missouri; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2013-212 - Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No.2013-212. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-165

AN ORDINANCE approving the contract with Vance Brothers in the amount of One Million Six Hundred Two Thousand Nine Hundred and no/100 Dollars ($1,602,900.00) for Microsurfacing of Streets in Various Locations for 2013 in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-620 - Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No.2013-620. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-166

AN ORDINANCE Authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the construction of a Taxiway at the Joplin Regional Airport; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-621 - Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No.2013-621. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-167

AN ORDINANCE approval of an Agreement by and between the City of Joplin and Branco Construction for the construction of a Taxiway at the Joplin Regional Airport and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2013-622 - Motion by Mr. Seibert Second by Mr. Glaze to Adopt Council Bill No. 2013-622. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Seibert, Shaw, and Woolston 6. Nays: 2, Golden, Scearce. Absent: 1, Raney.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-168

AN ORDINANCE approval of Amendment to the Original Agreement by and between the City of Joplin and Garver, LLC for Construction Observation Services for the Taxiway construction at the Joplin Regional Airport and containing an emergency clause. Motion by Mr. Scearce, Second by Mr. Golden to Adopt Council Bill No.2013-622. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING

NEW BUSINESS

Set the date for the public hearing on the 2013 property tax levy for August 19, 2013.

Motion by Mr. Scearce, Second by Mr. Golden to set August 19. 2013 as the date for the public hearing on the 2013 property tax levy. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Set the date for the public hearing on the FY 2013-14 proposed budget for August 19, 2013.

Motion by Mr. Scearce, Second by Mr. Golden to set August 19. 2013 as the date for the public hearing on the FY 2013-14 proposed budget. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Motion by Mr. Scearce, Second by Mr. Glaze to appoint/reappoint the following to boards and Commissions. Reappointments: Board of Adjustment: John Briggs/Alt; Health: Steve Slawson; Library: Courtney Dermott; Parks & Recreation: Paul Teverow; Traffic Commission JD Love and Nancy Wilkins.

Appointments:

ADA Accessibility Committee: Vicki Emery and Sarah Vargyas;

Board of Adjustment: David Layne and Alternate, Thomas Beismer;

Building Board of Appeals: Crystal Harrington and Ervin Wilson

Joplin Industrial Development Authority: Earl Clements

Joplin Redevelopment Corp: Keith Grebe

Traffic Commission: Gabe DeRocili

Mayor Colbert-Kean paid condolences to the families of Bill West and Bill Davis who served our city in the 60's.

Mayor Colbert-Kean also mentioned the past weekend was the Rt 66 festival in Joplin and was a large turnout with 13 countries and 25 states represented.

Mr. Golden complimented the Joplin Sports Authority on a successful event the Premier Junior World Series which was held in 10 stadiums with 50 teams participating including 27 from Texas, 8 from Missouri, 3 from New York, 2 from Indiana and Arkansas and one each from Colorado, Illinois, Massachusetts, Nebraska, New Mexico, Ohio, Oklahoma, and Wisconsin,. They had 500 plus players and 500 plus parents. More information will be forthcoming but I anticipate the hotel rooms to be over 4,000.

Mr. Glaze noted we have not had a Wallace-Bajjali update for over 90 days. Mayor Colbert-Kean indicated one was set for Monday, August, 12, 2013. Mr. Glaze asked the City Attorney if there was enough time to get charter changes on the ballot. The City Attorney said if they were small changes. He also asked about a work session concerning the charter. Mayor Colbert-Kean indicated we would add that to the work session if everyone was agreeable to it.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2012, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Ms. Raney, Second by Dr. Rosenberg, to go into closed session. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 2, Glaze, Scearce.

There being no further business the meeting adjourned at 6:58p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara Hogelin, City Clerk, MMC/MPCC

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

August 12, 2013

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean.

READING OF THE SPECIAL CALL

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 5:45p.m. on Monday, August 12, 2013, in the Council Chambers, 602 S. Main for update of the activities of the Master Developer, discussion of potential charter amendments and the purpose of evaluating certain Council employees.

ROLL CALL

PRESENT: Melodee Colbert–Kean, Morris Glaze, Jack Golden, Trisha Raney, Benjamin Rosenberg, Bill Scearce, Michael Seibert Gary Shaw, and Mike Woolston

Motion by Mr. Scearce, Second by Mr. Shaw to move up the discussion of the potential charter amendments on the agenda. Council consented.

DISCUSSION OF POTENTIAL CHARTER AMENDMENTS

Mr. Glaze asked the Council to make the following changes to the Charter:
Term limits for serving on council limited to three (3);
Council pay increase to $100.00 per month;
Mayor position to be elected by the voters for three (3) 2-year terms, with a limit of three terms. The Mayor can only vote in case of a tie or super majority.
Eliminate the Council Zone seats
The City Clerk position be placed under the supervision of the city manager instead of the City Council.
Motion died for a lack of a Second. The Council stated they would appoint a committee to study the charter issue. The City Attorney will draw up a Resolution for the Council to review.

UPDATE OF THE ACTIVITIES OF THE MASTER DEVELOPER.

David Wallace, of Wallace Bajjali presented to the Council the activities of the first year milestones. He stated the work at 26th and Main is to begin in November and the Senior Housing Project is projected to begin after the first quarter in 2014. He presented a timeline to Council for the library with construction to being after the first of the year. There is a Memorandum of Understanding between Mercy and WB on 13 acres of land at the former site of St. John's with a timeline for what the site will be used for and a decision will be made by early January 2014. When asked about the old library building he said we are working with KCUMB and other schools.

OTHER BUSINESS

Motion by Mr. Glaze, Second by Mr. Scearce to appoint a Finance Committee to advise the City Council on finances. Motion by Mr. Woolston to amend and place a timeframe on it up to three (3) years. Council Members voting in favor were Glaze, Golden, Raney, Scearce, Seibert, Woolston and Mayor Colbert-Kean, 7. Nays: 2, Rosenberg, Shaw.

Motion by Mr. Glaze, Second by Mr. Scearce to approve the appointment of the Finance Committee with three year (3) terms. Council Members voting in favor were Glaze, Raney, Scearce, Seibert, Woolston and Mayor Colbert-Kean, 6. Nays: 3, Golden, Rosenberg, Shaw.

The City Attorney will have a Resolution establishing the Finance Committee for the City of Joplin.

Mayor Colbert-Kean made a statement at the end of the meeting: In her own words: I made an error of notification to my council of my voting status. I did not make an error of procedural status. I will address that when we adjourn here. I want to say that we have a lot going on right now in the city. - A lot going on. This division is perceived – this person against that person – all of that. We're not going to get anywhere positive if we continue to keep being at each other. And I'm addressing it to Council and I'm addressing it to the public, but the more that we continue to keep dividing, the more that we continue to serve whatever purposes or projects that we hold dear to our hearts and that's each other's individuals. That's just going to be a detriment to our growth. We have a lot of development that Mr. Wallace just presented to us on the table. We have a long ways to go in development. And if we don't work together in development to get it done I just don't see our city being where we want it to be. Sitting up here is not a know it all. Sitting up here in not a "we have everything right". But it is an effort to serve our citizens the best we can do. Yes that does include making mistakes. Yes that does include getting something wrong. But it also includes growing our city and pull together when we need to pull together to make a difference in the projects that are being done. So I would just like to say that we can agree that we want to make our city the best that we can make it. We want it to go into the direction of growth. We want to be that beacon that others continue to look for. It's not an easy process. It's not a, we have all the answers process. We have to seek citizens input. We have to have a better line of communications not only from our city manager, from our developer, the Wallace Bajjali group, but amongst our council and city staff. We have all got to be on the same page with information. If we continue to have a disjointed appearance and a disjointed information gathering then that's what we are going to have a disjointed city. We have come through too much with the tornado and the recovery that is in process now to fall apart now. No, I'm not naïve to think that people are going to be in a rah rah corner in any kind of way. Everybody has their kind of opinion. And, you're entitled to that opinion but now is the time that we have got to move forward. Make Joplin the best that it can be. We've got to come together. We've got to do what it takes to move our city forward.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2012, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The Council shall adjourn at the end of the session. Motion by Ms. Raney, Second by Mr. Glaze to go into closed session. Council Members voting in favor were Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, Woolston and Mayor Colbert-Kean, 8. Nays: 1, Scearce.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:26 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-278
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~ Date: 7/26/2013
City Attorney: Brian Head Date: 7-29-13
City Manager: R. Mark Rohr Date: 7-29-13
Board or Commission: Planning and Zoning Commission Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 036-13: 1123 S. Range Line Road – A request for the vacation of a 10 foot wide utility easement – McDonald's Corporation.

STAFF SUMMARY:
The original alley was vacated in 1959, along with the utility easement for utilities that were not located in the easement at that time. It is unclear which utilities were located in the easement before the existing McDonald's was constructed over the easement. McDonald's is currently in the process of demolishing and rebuilding a new prototype and would like to officially vacate all utilities in this easement to avoid any issues in the future.

The vacation will clear up any confusion that may be caused by the language from the previous vacation published in 1959. There will be no impact on any utilities, as there are no utilities currently located in the easement, nor do any plan to in the future.

Staff recommends approval of Case 036-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Richard Dayton, Ozark Civil Engineering, Bentonville, Arkansas, represented McDonald's to request the vacation of this utility easement.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Vacation

CASE 036-13:

A request for the vacation of a 10 foot wide utility easement.

APPLICANT: McDonald's Corporation

REPRESENTATIVE: Ozark Civil Engineering, Inc.

LOCATION: 1123 S. Range Line Road

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Utility	10' x 182'

REASON FOR VACATION:

The original alley was vacated in 1959, along with the utility easement for utilities that were not located in the easement at that time. It is unclear which utilities were located in the easement before the existing McDonald's was constructed over the easement. McDonald's is currently in the process of demolishing and rebuilding a new prototype and would like to officially vacate all utilities in this easement to avoid any issues in the future.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The vacation will clear up any confusion that may be caused by the language from the previous vacation published in 1959. There will be no impact on any utilities, as there are no utilities currently located in the easement, nor do any plan to in the future.

Staff recommends approval of Case 036-13.

ENCLOSURES: None

RECEIVED
6-4-13

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 036-13
Filing Fee: $ 350.00
Date Advertised: 6-23-13
Date Notices Sent: N/A
Public Hearing Date: 7-8-13

I. Applicant Name: McDonald's Corporation Phone: 913-217-3800

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 10801 Mastin Blvd. Suite 400, Overland Park, KS Zip: 66210

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☐

Utility vacation ☒

Other (Please specify)

III. Legal Description of area requested to be vacated:

All of the North-South alley between Lots 22, 23, 24, 25, and 26

in Hatten's Second Subdivision in the City of Joplin, Jasper County, Missouri.

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

1. Private rights will not be injured or endangered by the vacation. _____

   McDonald's Corporation is the sole owner of the property surrounding the easement area.

2. The vacation will not cause the public to suffer a loss or inconvenience. _____

   There are no utilities in the easement area at the present time and none are planned for the future

3. In justice to the applicant(s) the vacation should be granted. _____

   The alley has been vacated and the easement shound also be vacated.

V. Required Attachments:

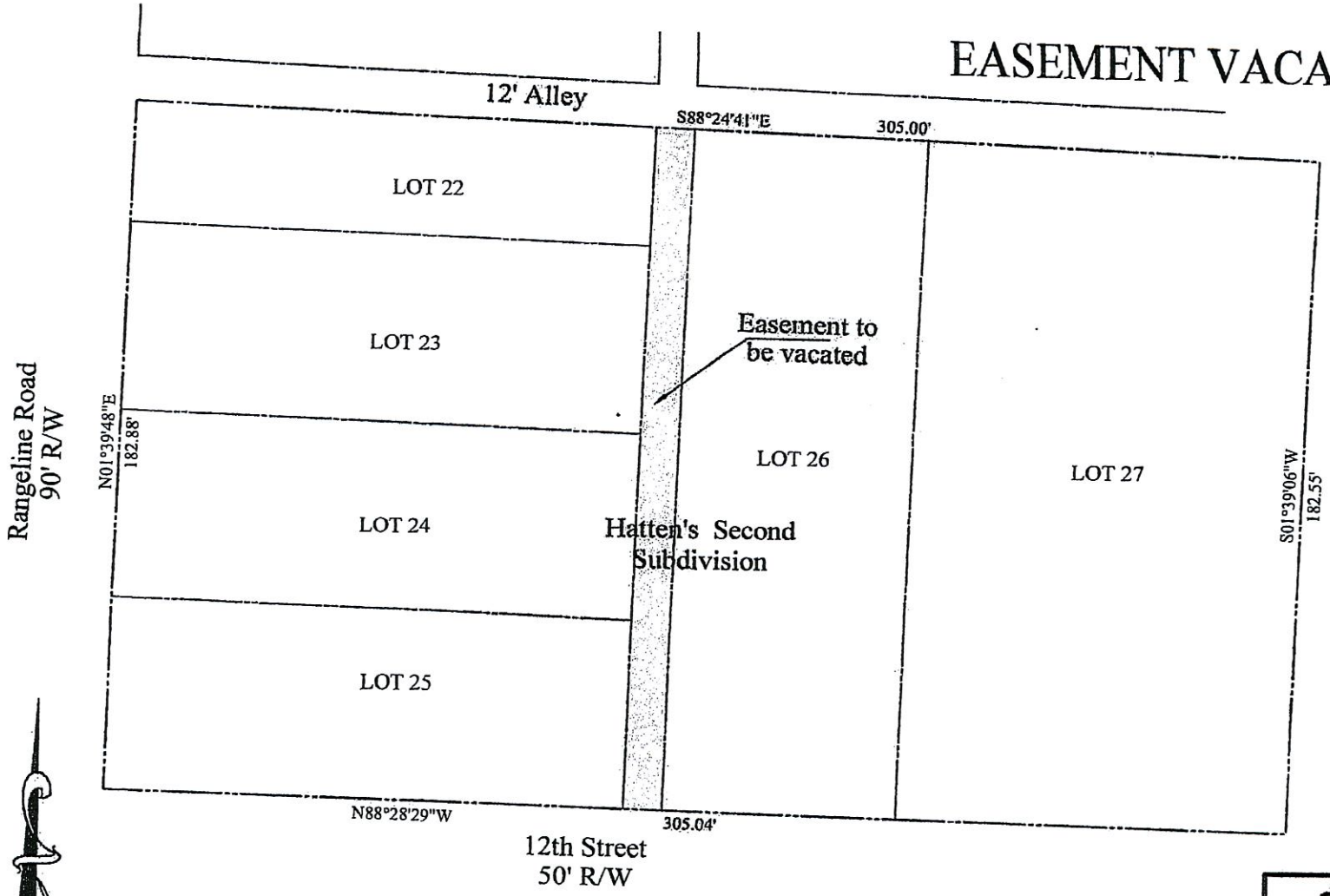
1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation for the Public Hearing can take place.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928

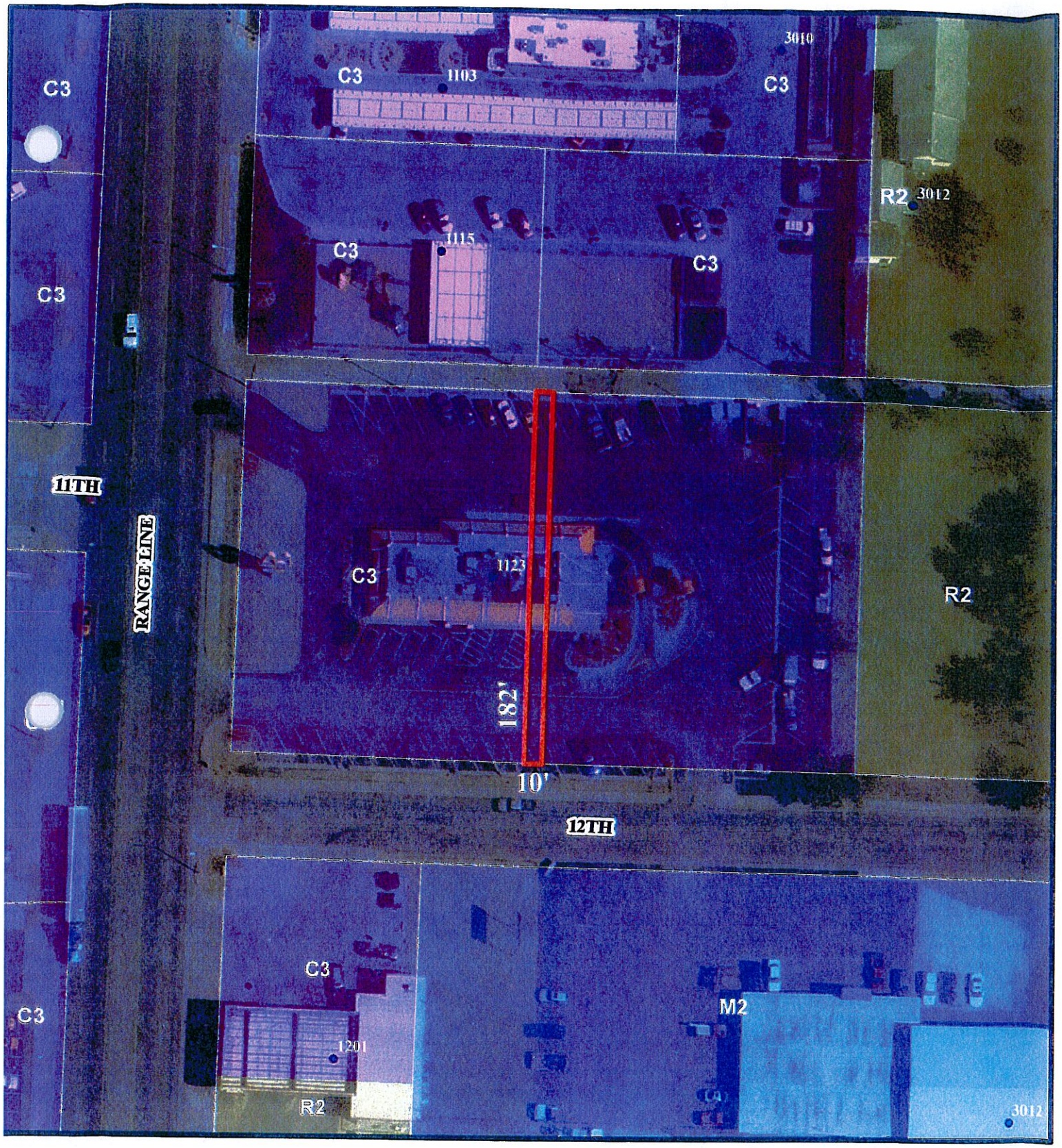
EASEMENT VACATION



All of the North-South alley between Lots 22, 23, 24, 25, and 26 In Hatten's Second Subdivision in the City of Joplin, Jasper County, Missouri.

Ozark
Civil Engineering Inc.
Bentonville • Kansas City • Austin
3214 NW Avignon Way, Suite 4
Bentonville, AR 72712
479-464-8850

SCALE: 1"=40'	DATE: 5-15-13
DRAWN BY: RD	
CHECKED BY: EH	



0 60 120 240 360 480 Feet

Case 036-13: A request for the vacation of a 10 foot wide utility easement located between L 22, 23, 24, 25, and 26 in Hatten's Second Subdivision. Located at 1123 S. Range Line Road. - McDonald's Corporation

N

Case 036-13: 1123 S. Range Line Road – A request for the vacation of a 10 foot wide utility easement – McDonald's Corporation.

Mr. Harrington opened the public hearing for Case 036-13.

Mr. Richard Dayton, Ozark Civil Engineering, Bentonville, Arkansas, represented McDonald's to request the vacation of this utility easement.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 036-13.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 036-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 036-13
McDonald's Corporation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-278 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 10-foot wide utility easement located at 1123 South Range Line Road in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 10-foot utility easement located at 1123 South Range Line Road in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

All of the North-South utility easement between Lots 22, 23, 24, 25, and 26 in Hatten's Second Subdivision in the City of Joplin, Jasper County, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-279
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~ Tim Ansel Date: 7/26/2013
City Attorney: Brian Head Date: 7-29-13
City Manager: R. Mark Rohr Date: 7-29-13
Board or Commission: Planning and Zoning Commission MDW Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 037-13: MO Rte. 166 right-of-way between I-44 and MO/KS State Line – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Missouri Department of Transportation (MoDOT).

STAFF SUMMARY:
The applicant is requesting to voluntarily annex the existing MO. Rte. 166 right-of-way. The right-of-way is connected to Interstate 44 right-of-way, which is already in the City of Joplin.

Staff recommends approval of Case 037-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 037-13:

A request to voluntarily annex MO Rte. 166 right-of-way between Interstate 44 and the MO/KS State Line.

LOCATION: MO Rte. 166 between I-44 and MO/KS State Line

APPLICANT: Missouri Department of Transportation (MoDOT)

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Right-of-Way	610,250 ft² / 14.00 acres

DISCUSSION

The applicant is requesting to voluntarily annex the existing MO Rte. 166 right-of-way. The right-of-way is connected to Interstate 44 right-of-way, which is already in the City of Joplin.

Staff recommends approval of Case 037-13.

ENCLOSURES:

None

MoDOT

Missouri Department of Transportation

Southwest District
Becky Baltz, District Engineer

3025 East Kearney Street
P.O. Box 868
Springfield, Missouri 65801
417.895.7600
Fax: 417.895.7637
1.888.ASK MODOT (275.6636)

June 25, 2013

Mr. Matt Wright
City of Joplin
602 South Main
Joplin, Missouri 64801

Re: Petition for Voluntary Annexation
Casino Roundabout

Dear Mr. Wright,

Please find enclosed an executed petition for voluntary annexation of the roundabout near the state line and I-44.

If you have any questions, please contact me by e-mail at Andrew.Seiler@modot.mo.gov, or by telephone at (417) 895-7696.

Sincerely,

Andrew Seiler
Senior Transportation Planner

Enclosure

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Becky Baltz

District Engineer

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 25 day of JUNE 2013, before me appeared BECKY BALTZ, to me known to be the DISTRICT ENGINEER of MHTC, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said BECKY BALTZ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

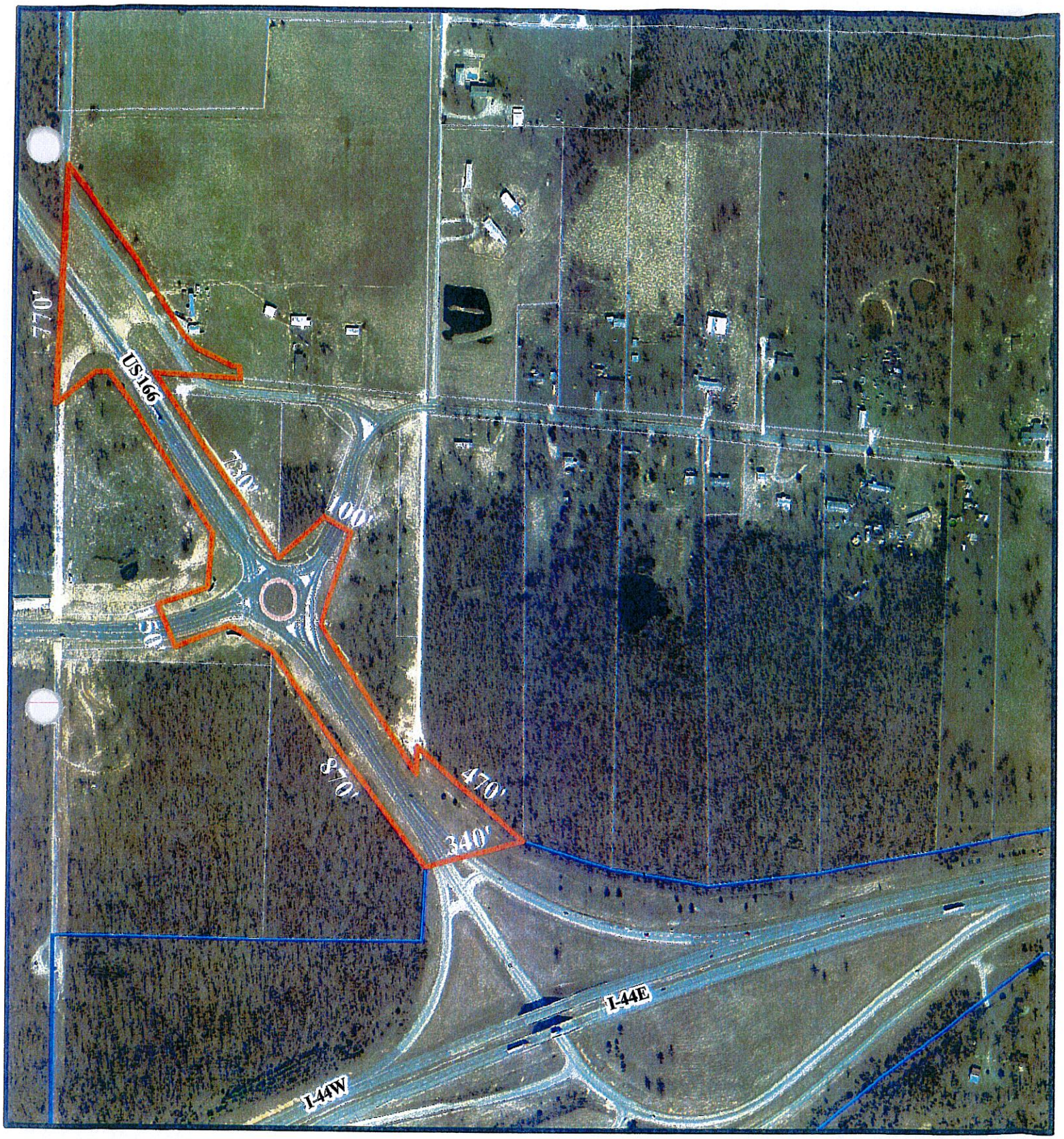
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: APRIL 29, 2014.

Andrew J. Ellsworth

Notary Public

ANDREW J. ELLSWORTH
MY COMMISSION EXPIRES 04/29/14
NOTARY PUBLIC
NOTARY SEAL
COMMISSION #10435454
BARRY COUNTY
STATE OF MISSOURI



Case 037-13: A request to voluntarily annex into the corporate limits of the City of Joplin, [illegible] all of MO Route 166 right-of-way between Interstate 44 and Missouri-Kansas State Line. - Missouri Department of Transportation (MoDOT)

N

Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

Case 037-13: MO Rte. 166 right-of-way between I-44 and MO/KS State Line – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Missouri Department of Transportation (MoDOT).

Mr. Harrington opened the public hearing for Case 037-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 037-13.

MR. BROWN MOVED, SECONDED BY MR. DUNCAN, THAT CASE 037-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 037-13
Missouri Department of Transportation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-279 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of the Missouri Route 166 right-of-way between Interstate 44 and the Missouri/Kansas State Line, in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

All of the Missouri Route 166 Right-of-Way bounded on the Northerly extent by the Missouri-Kansas State Line and bounded on the Southerly extent by the North Right-of-Way line of Interstate 44, more particularly described as follows: All that portion of the Southeast Quarter (SE ¼) of Section 2, Township 26 North, Range 34 West, of the Fifth Principal Meridian, Newton County, Missouri, lying within the Right-of-Way of Missouri Route 166, AND, All that portion of the Southwest Fractional Quarter (SW FRAC ¼) of Section 2, Township 26 North, Range 34 West, of the Fifth Principal Meridian, Newton County, Missouri, lying within the Right-of-Way of Missouri Route 166, AND Also, All that portion of the Southwest Fractional Quarter (SW FRAC ¼) of Section 2, Township 26

North, Range 34 West, of the Fifth Principal Meridian, Newton County, Missouri described in Book 357 at Page 566 of the Newton County land records as follows: All that part of the Southwest Fractional Quarter of Section 2, Township 26 North, Range 34 West, Newton County, Missouri, described as follows: Commencing at the Southwest corner of said Section 2, thence N02°14'52"W along the West line of said section, 1301.36 feet; thence N87°45'08"E, 717.87 feet to a point on the Easterly Right-of-Way line of Missouri Route 166 and the Point of Beginning; thence N61°02'30"E, 189.87 feet; thence N14°26'08"E, 41.22 feet; thence S73°13'56"E, 101.76 feet; thence S13°26'09"W, 366.18 feet to a point on said Easterly Right-of-Way line of Missouri Route 166; thence N36°39'13"W along said Easterly Right-of-Way line, 316.19 feet to the Point of Beginning. Containing 1.2 acres, more or less. AND All that part of the Southwest Fractional Quarter of Section 2, Township 26 North, Range 34 West, Newton County, Missouri, described as follows: Commencing at the Southwest corner of said Section 2, thence N02°14'52"W along the West line of said section, 1065.28 feet; thence N89°51'01"E, 208.53 feet; thence N73°13'18"E, 173.72 feet to the Point of Beginning; thence continuing N73°13'18"E, 138.88 feet; thence N02°08'42"W, 156.84 feet to a point on the Westerly Right-of-Way line of Missouri Route 166; thence S36°40'00"E along said Westerly Right-of-Way line, 366.17 feet; thence continuing along said Westerly Right-of-Way line, S00°44'49"E, 42.58 feet; thence N66°59'39"W, 165.57 feet; thence S75°11'57"W, 163.26 feet; thence N17°12'25"W, 121.90 feet to the Point of Beginning. Containing 1.0 acres, more or less.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-280
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: David Hertzberg	Date: 7/26/2013
City Attorney: Brian Head	Date: 7-29-13
City Manager: R. Mark Rohr	Date: 7-29-13
Board or Commission: Planning and Zoning Commission	Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 038-13: Nee Road between MO Rte. 166 right-of-way and MO/KS State Line – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Newton County, Missouri.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex the existing Nee Road right-of-way, which is the main entry drive to Downstream Casino.

Staff recommends approval of Case 038-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 038-13:

A request to voluntarily annex Nee Road right-of-way between MO Rte. 166 right-of-way and MO/KS State Line.

LOCATION: Nee Road between MO Rte. 166 and MO/KS State Line

APPLICANT: Newton County, MO

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Right-of-Way	41,100 ft² / .94 acres

DISCUSSION

The applicant is requesting to voluntarily annex the existing Nee Road right-of-way, which is the main entry drive to Downstream Casino.

Staff recommends approval of Case 038-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Marilyn Huestman

Jim Jackson Alan Cook

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 19th day of June 2013, before me appeared Marilyn Huestman, Alan Cook, Jim Jackson, to me known to be the Commissioners of Newton County and the seal affixed to the foregoing instrument is the ~~corporate~~ seal of ~~said corporation~~ County, and that said instrument was signed and sealed on behalf of ~~said corporation~~ County by authority of its ~~Board of Directors~~ Commissioners of the consideration stated therein and no other, and said Commissioners acknowledged said instrument to be the free act and deed of ~~said corporation~~ County and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

SHARON M. SHAFER
My Commission Expires
July 23, 2016
Newton County
Commission #12371001

Sharon M. Shafer
Notary Public



0 385 770 1,540 2,310 3,080 Feet

Case 038-13 & 039-13: A request to voluntarily annex into the corporate limits of the City of Joplin, MO Nee Road right-of-way between Missouri-Kansas State Line and MO Rt. 166 and Nee Road right-of-way between MO Rt. 166 and Greenwood Drive. - Newton County, Missouri

N

Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

Case 038-13: Nee Road between MO Rte. 166 right-of-way and MO/KS State Line – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Newton County, Missouri.

Mr. Harrington opened the public hearing for Case 038-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 038-13.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 038-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 038-13
Newton County, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-280 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of Nee Road between the Missouri Route 166 right-of-way and the Missouri/Kansas State Line, in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

All that part of the Southwest Fractional Quarter of Section 2, Township 26 North, Range 34 West, Newton County, Missouri, described as follows: Commencing at the Southwest corner of said Section 2, thence N02°14'52"W along the West line of said section, 1065.28 feet; thence N89°51'01"E, 20.01 feet to a point on the East Right-of-Way line of State Line Road and the Point of Beginning; thence continuing N89°51'01"E, 188.52 feet; thence N73°13'18"E, 173.72 feet; thence S17°12'25"E, 121.90 feet; thence S75°11'57"W, 106.69 feet; thence S86°31'27"W, 283.95 feet to a point on said East Right-of-Way line of State Line Road; thence N02°14'52"W along said East Right-of-Way line, 110.36 feet to the Point of Beginning. Containing 0.9 acres, more or less.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:02 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-281
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~ Date: 7/26/2013
City Attorney: Brian Head Date: 7-29-13
City Manager: R. Mark Rohr Date: 7-29-13
Board or Commission: Planning and Zoning Commission Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 039-13: Nee Road between MO Rte. 166 right-of-way and Greenwood Drive – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Newton County, Missouri.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex the existing Nee Road right-of-way.

Staff recommends approval of Case 039-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

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Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 039-13:

A request to voluntarily annex Nee Road right-of-way between MO Rte. 166 right-of-way and Greenwood Drive.

LOCATION: Nee Road between MO Rte. 166 and Greenwood Drive

APPLICANT: Newton County, MO

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Right-of-Way	48,940 ft² / 1.12 acres

DISCUSSION

The applicant is requesting to voluntarily annex the existing Nee Road right-of-way.

Staff recommends approval of Case 039-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Marilyn Huestman

Jim Jackson Alan Cook

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 19th day of June 2013, before me appeared Marilyn Huestman, Alan Cook, Jim Jackson, to me known to be the Commissioners of Newton County and the seal affixed to the foregoing instrument is the ~~corporate~~ seal of said ~~corporation~~ County, and that said instrument was signed and sealed on behalf of said ~~corporation~~ County by authority of its ~~Board of Directors~~ Commissioners of the consideration stated therein and no other, and said Commissioners acknowledged said instrument to be the free act and deed of said ~~corporation~~ County and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: _____.

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

SHARON M. SHAFER
My Commission Expires
July 23, 2016
Newton County
Commission #12371001

Sharon M. Shafer

Notary Public



0 385 770 1,540 2,310 3,080 Feet

Case 038-13 & 039-13: A request to voluntarily annex into the corporate limits of the City of Joplin, MO Nee Road right-of-way between Missouri-Kansas State Line and MO Rt. 166 and Nee Road right-of-way between MO Rt. 166 and Greenwood Drive. - Newton County, Missouri

N

Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

Case 039-13: Nee Road between MO Rte. 166 right-of-way and Greenwood Drive – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Newton County, Missouri.

Mr. Harrington opened the public hearing for Case 039-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 039-13.

MR. BROWN MOVED, SECONDED BY MR. EASTMAN, THAT CASE 039-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 039-13
Newton County, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-281 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of Nee Road between the Missouri Route 166 right-of-way and Greenwood Drive, in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

All that part of the Southwest Fractional Quarter of Section 2, Township 26 North, Range 34 West, Newton County, Missouri, described as follows: Commencing at the Southwest corner of said Section 2, thence N02°14'52"W along the West line of said section, 1301.36 feet; thence N87°45'08"E, 717.87 feet to a point on the Easterly Right-of-Way line of Missouri Route 166; thence N61°02'30"E, 189.87 feet; thence N14°26'08"E, 41.22 feet to the Point of Beginning; thence continuing N14°26'08"E, 229.59 feet; thence N48°34'55"W, 147.51 feet to a point on the South Right-of-Way line of Greenwood Drive; thence S88°27'02"E along said South Right-of-Way line, 111.99 feet; thence S88°21'23"E continuing along said South Right-of-Way line, 250.37 feet to a point on

the East line of a tract described in Deed Book 354 at Page 1520 in the Newton County Recorder's office; thence S59°04'44"W, 177.36 feet; thence S13°26'24"W, 254.92 feet; thence N73°13'56"W, 101.76 feet to the Point of Beginning; Containing 1.1 acres, more or less.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:03 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-282
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~ Date: 7/26/2013
City Attorney: Brian Head Date: 7-29-13
City Manager: R. Mark Rohr RMR Date: 7-29-13
Board or Commission: Planning and Zoning Commission MDW Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 040-13: South of Nee Road between MO/KS State Line and MO Rte. 166 right-of-way – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex property south of Need Road near the entrance drive to Downstream Casino.

Staff recommends approval of Case 040-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 040-13:

A request to voluntarily annex property south of Nee Road between the MO/KS State Line and MO Rte. 166 right-of-way.

LOCATION: South of Nee Road, between MO/KS State Line and MO Rte. 166

APPLICANT: Public Works Director of the City of Joplin, MO through power of attorney

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EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Undeveloped	614,300 ft² / 14.10 acres

DISCUSSION

The applicant is requesting to voluntarily annex property south of Nee Road near the entrance drive to Downstream Casino.

Staff recommends approval of Case 040-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David Hertzberg

Public Works Director

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 18th day of June 2013, before me appeared David Hertzberg, to me known to be the Public Works Director of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said David Hertzberg acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

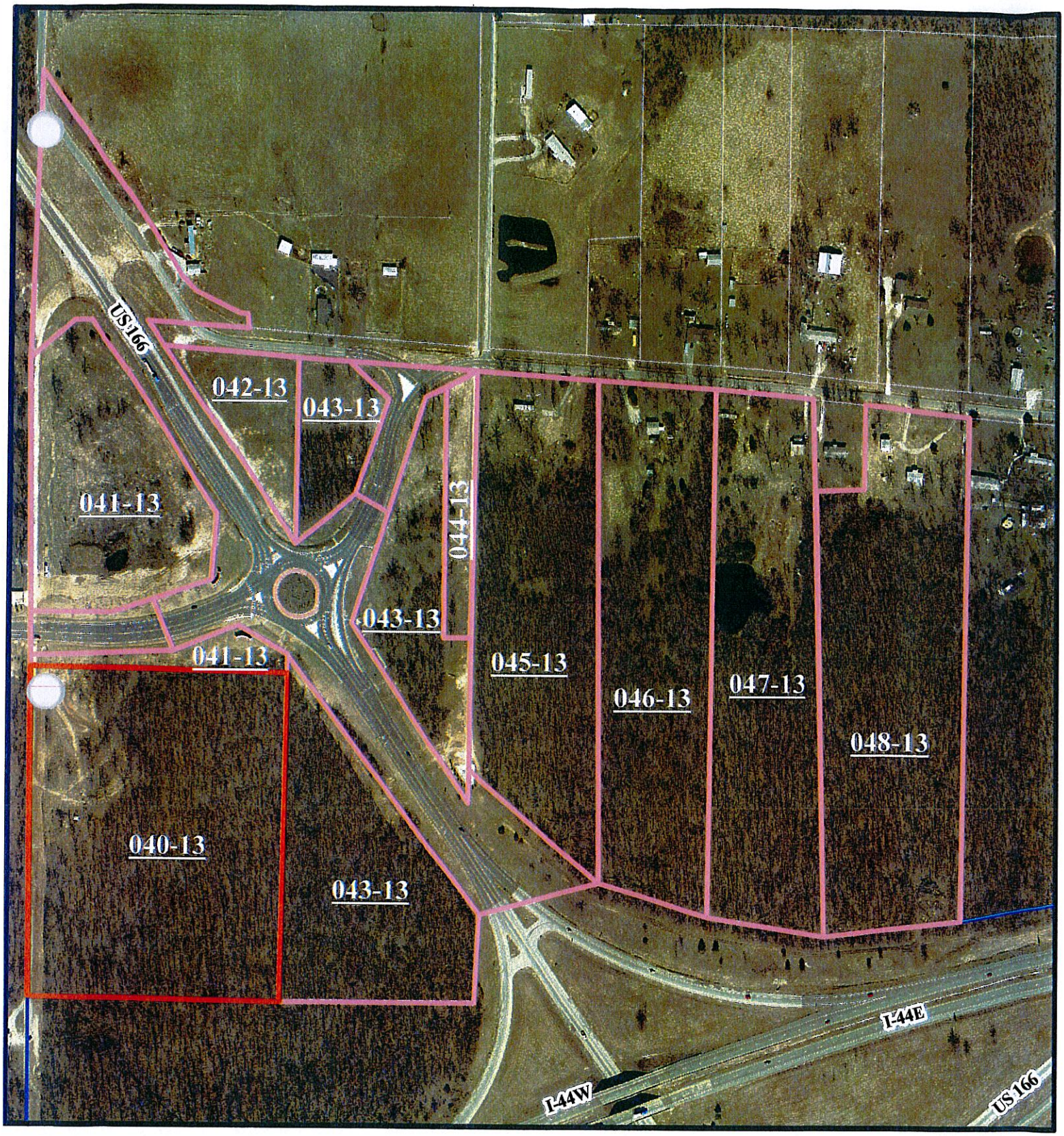
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: June 29, 2016.

Lindsay J. Dunn
LINDSAY J. DUNN

Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
JASPER COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 6-29-2016



0 320 640 1,280 1,920 2,560 Feet

Case 040-13: A request to voluntarily annex into the corporate limits of the City of Joplin, M property South of Nee Road between MO/KS State Line and MO Rte. 166 right-of-way. - Public Works Director of the City of Joplin, MO through power of attorney

N

Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

Case 040-13: South of Nee Road between MO/KS State Line and MO Rte. 166 right-of-way – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

Mr. Harrington opened the public hearing for Case 040-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 040-13.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 040-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 040-13
Public Works Director of the City of Joplin, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-282 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located south of Nee Road between the Missouri/Kansas State Line and the Missouri Route 166 right-of-way, in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

All that part of the Southwest Fractional Quarter of Section 2, Township 26, Range 34, described as beginning at the Southwest corner of Section 2, thence North along the State Line (also being the West line of Section 2), 951 feet, thence East 706 feet, thence South 951 feet to the South line of Section 2, thence West along the South line of Section 2, 685.5 feet to the point of beginning, all in Newton County, Missouri. Said Tract being the same tract described in that certain Special Warranty Deed filed in Book 356 at Page 2330 in the Office of the Newton County Recorder.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:04 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-283
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~	Date: 7/26/2013
City Attorney: Brian Head	Date: 7-29-13
City Manager: R. Mark Rohr	Date: 7-29-13
Board or Commission: Planning and Zoning Commission	Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 041-13: Northwest corner of Nee Road and MO Rte. 166 roundabout and Southwest corner of Nee Road and MO Rte. 166 roundabout – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex property north and south of Nee Road near the entrance drive to Downstream Casino.

Staff recommends approval of Case 041-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City

after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 041-13:

A request to voluntarily annex property at the northwest corner of the Nee Road and MO Rte. 166 roundabout, and southwest corner of the Nee Road and MO Rte. 166 roundabout.

LOCATION: Northwest and southwest corner of Nee Road and MO Rte. 166 roundabout.

APPLICANT: Public Works Director of the City of Joplin, MO through power of attorney

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EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Undeveloped	323,790 ft² / 7.43 acres

DISCUSSION

The applicant is requesting to voluntarily annex property north and south of Nee Road near the entrance drive to Downstream Casino.

Staff recommends approval of Case 041-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David Hertzberg

Public Works Director

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 18th day of June 2013, before me appeared David Hertzberg, to me known to be the Public Works Director of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

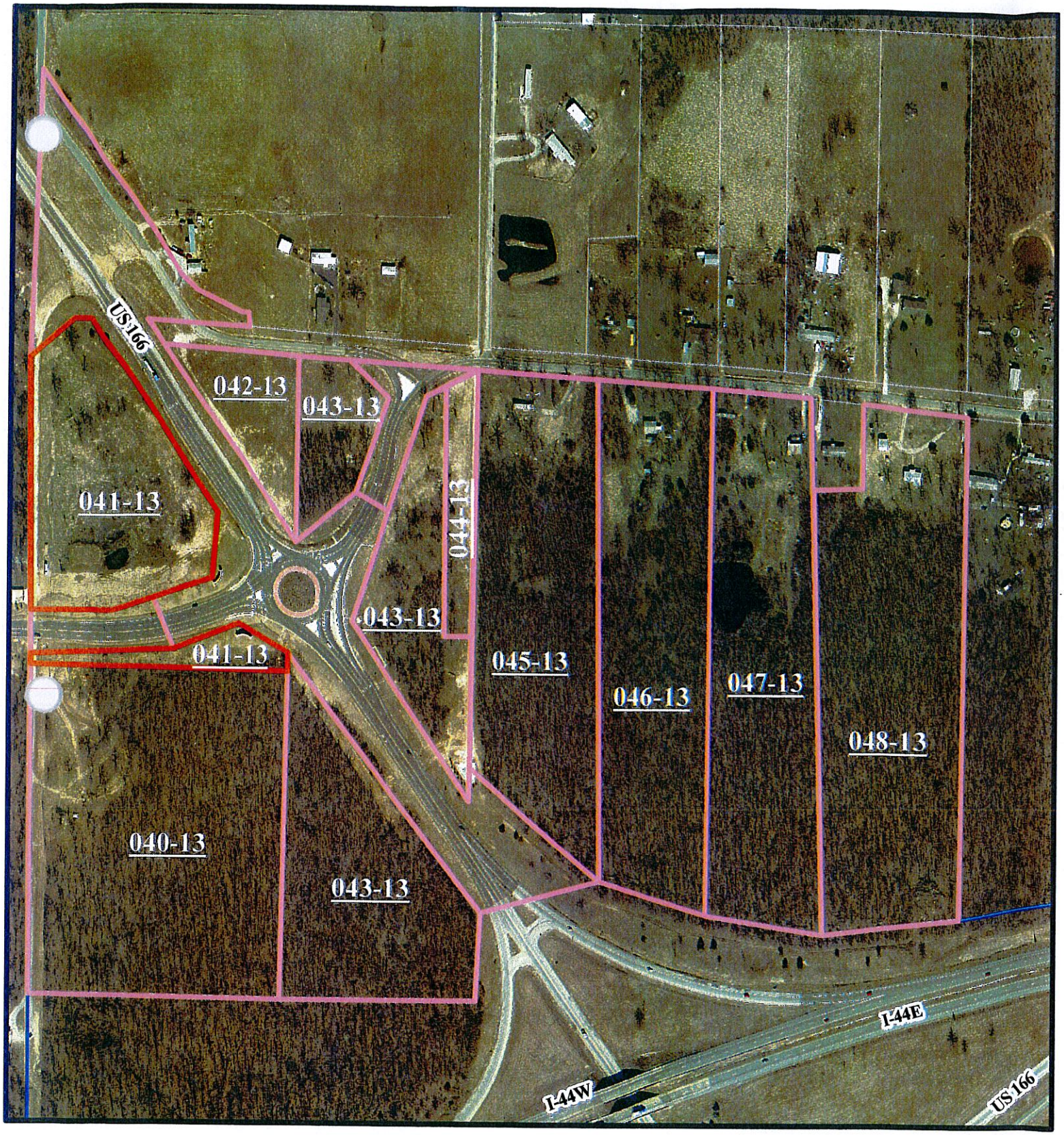
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: June 29, 2016.

Lindsay J. Dunn
LINDSAY J. DUNN

Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
STATE OF MISSOURI
JASPER COUNTY
MY COMMISSION EXPIRES 6-29-2016



0 320 640 1,280 1,920 2,560 Feet

Case 041-13: A request to voluntarily annex into the corporate limits of the City of Joplin, I property at the northwest corner of the Nee Road and MO Rte. 166 roundabout and the southwest corner of the Nee Road and MO Rte. 166 roundabout. - Public Works Director of the City of Joplin, MO through power of attorney

N

Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

Case 041-13: Northwest corner of Nee Road and MO Rte. 166 roundabout and Southwest corner of Nee Road and MO Rte. 166 roundabout – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

Mr. Harrington opened the public hearing for Case 041-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 041-13.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 041-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 041-13
Public Works Director of the City of Joplin, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-283 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of Nee Road and the Missouri Route 166 roundabout and the southwest corner of Nee Road and the Missouri Route 166 roundabout, in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

All of that part of the following described tract lying South and West of Route 166 in the Southwest Fractional Quarter of Section 2, Township 26, Range 34: Beginning at a point 951 feet North of the Southwest corner of said Southwest Fractional Quarter, thence East parallel with the South line of said tract 706 feet, thence North parallel with the West line of said Southwest Fractional Quarter 819 feet, more or less, to the center line of the public road, thence in a Northwesterly direction along the center line of said road to the west line of said Southwest Fractional Quarter, thence South along said West line to the

point of beginning, EXCEPT road or highway right-of-way. Said Tract being the same tract described in that certain Special Warranty Deed filed in Book 356 at Page 2328 in the Office of the Newton County Recorder.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:05 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-284
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~ Sara Hasela — Date: 7/26/2013
City Attorney: Brian Head — Date: 7-29-13
City Manager: R. Mark Rohr — Date: 7-29-13
Board or Commission: Planning and Zoning Commission — Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 042-13: Northeast corner of Nee Road and MO Rte. 166 roundabout – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex property north of the Nee Road and MO Rte. 166 roundabout.

Staff recommends approval of Case 042-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 042-13:

A request to voluntarily annex property at the northeast corner of the Nee Road and MO Rte. 166 roundabout.

LOCATION: Northeast corner of Nee Road and MO Rte. 166 roundabout

APPLICANT: Public Works Director of the City of Joplin, MO through power of attorney

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EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Gas Station/Convenience Store/Truck Stop	95,740 ft² / 2.20 acres

DISCUSSION

The applicant is requesting to voluntarily annex property north of the Nee Road and MO Rte. 166 roundabout.

Staff recommends approval of Case 042-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David Hertzberg

Public Works Director

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

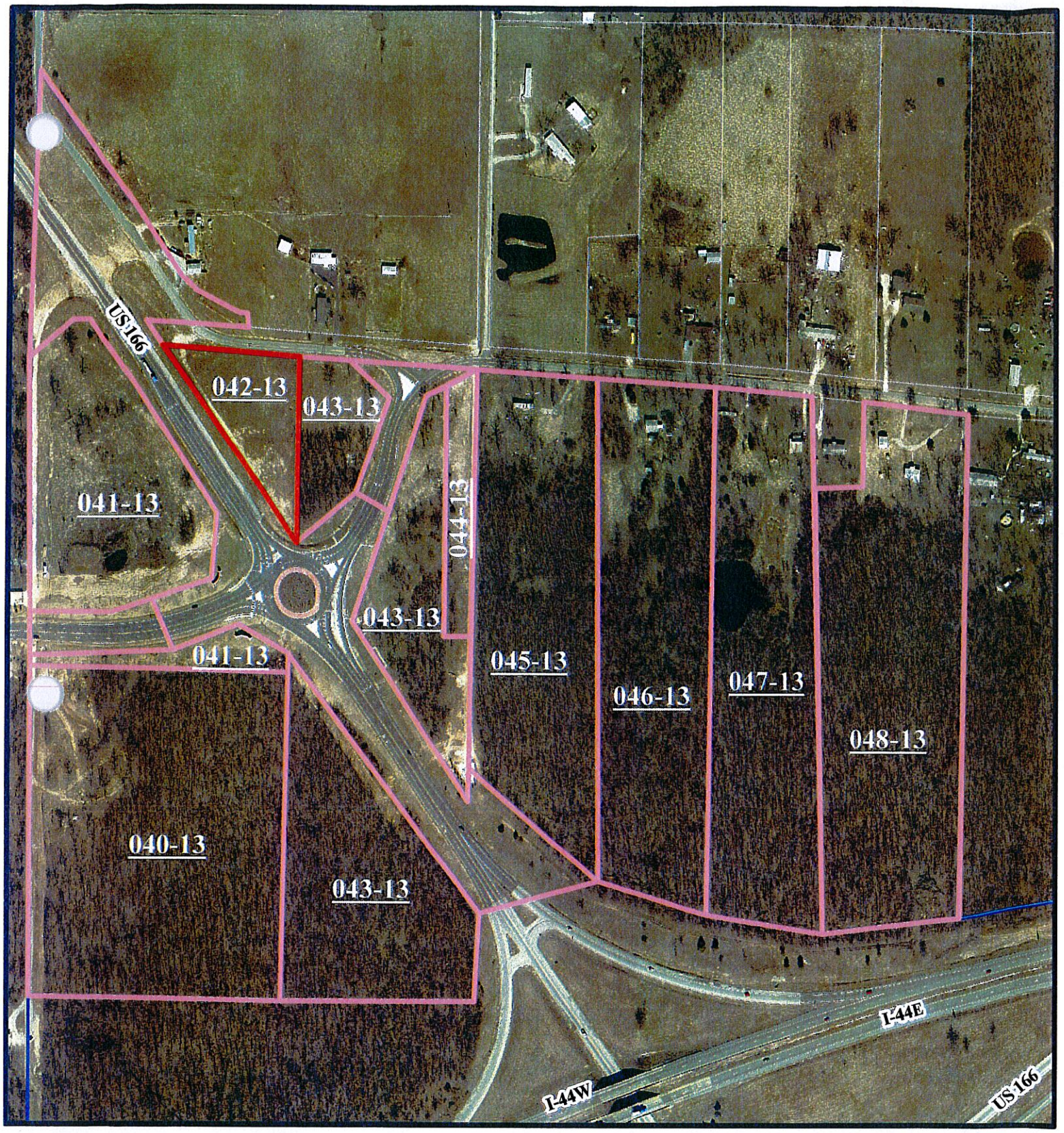
On this 18th day of June 2013, before me appeared David Hertzberg, to me known to be the Public Works Director of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said David Hertzberg acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: June 29 2016.

Lindsay J Dunn
LINDSAY J DUNN Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
JASPER COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 6-29-2016



0 320 640 1,280 1,920 2,560 Feet

Case 042-13: A request to voluntarily annex into the corporate limits of the City of Joplin, M property at the northeast corner of the Nee Road and MO Rte. 166 roundabout. - Public Works Director of the City of Joplin, MO through power of attorney

N

Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

Case 042-13: Northeast corner of Nee Road and MO Rte. 166 roundabout – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

Mr. Harrington opened the public hearing for Case 042-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 042-13.

MR. CORTEZ MOVED, SECONDED BY MR. EASTMAN, THAT CASE 042-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 042-13
Public Works Director of the City of Joplin, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-284 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of Nee Road and the Missouri Route 166 roundabout in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

All of that part of the following described tract lying North and East of Route 166 in the Southwest Fractional Quarter of Section 2, Township 26, Range 34, Newton County, Missouri: Beginning at a point 951 feet North of the Southwest corner of said Southwest Fractional Quarter, thence East parallel with the South line of said tract 706 feet, thence North parallel with the West line of said Southwest Fractional Quarter 819 feet, more or less, to the center line of the public road, thence in a Northwesterly direction along the center line of said road to the West line of said Southwest Fractional Quarter, thence South along said West line to the point of beginning, EXCEPT road or highway

right-of-way. Said Tract being the same tract described as "Tract 2" in that certain Warranty Deed filed in Book 359 at Page 6093 in the Office of the Newton County Recorder.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:06 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-285
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~ Date: 7/26/2013
City Attorney: Brian Head Date: 7-29-13
City Manager: R. Mark Rohr Date: 7-29-13
Board or Commission: Planning and Zoning Commission Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 043-13: Northeast corner of Nee Road and MO Rte. 166 roundabout, East of Nee Road and MO Rte. 166 roundabout, and South of Nee Road and MO Rte. 166 roundabout – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex property north, east, and south of the Nee Road and MO Rte. 166 roundabout. The portion of the property north of the roundabout has been developed with a gas station/convenience store/truck stop business.

Staff recommends approval of Case 043-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of

the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 043-13:

A request to voluntarily annex property at the northeast corner of the Nee Road and MO Rte. 166 roundabout, east of the Nee Road and MO Rte. 166 roundabout, and south of the Nee Road and MO Rte. 166 roundabout.

LOCATION: Northeast, east, and south of the Nee Road and MO Rte. 166 roundabout.

APPLICANT: Public Works Director of the City of Joplin, MO through power of attorney

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EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Gas Station/Convenience Store/Truck Stop & undeveloped	566,550 ft² / 13.00 acres

DISCUSSION

The applicant is requesting to voluntarily annex property north, east, and south of the Nee Road and MO Rte. 166 roundabout. The portion of the property north of the roundabout has been developed with a gas station/convenience store/truck stop business.

Staff recommends approval of Case 043-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David Hertzberg

Public Works Director

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 18th day of June 2013, before me appeared David Hertzberg, to me known to be the Public Works Director of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said David Hertzberg acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

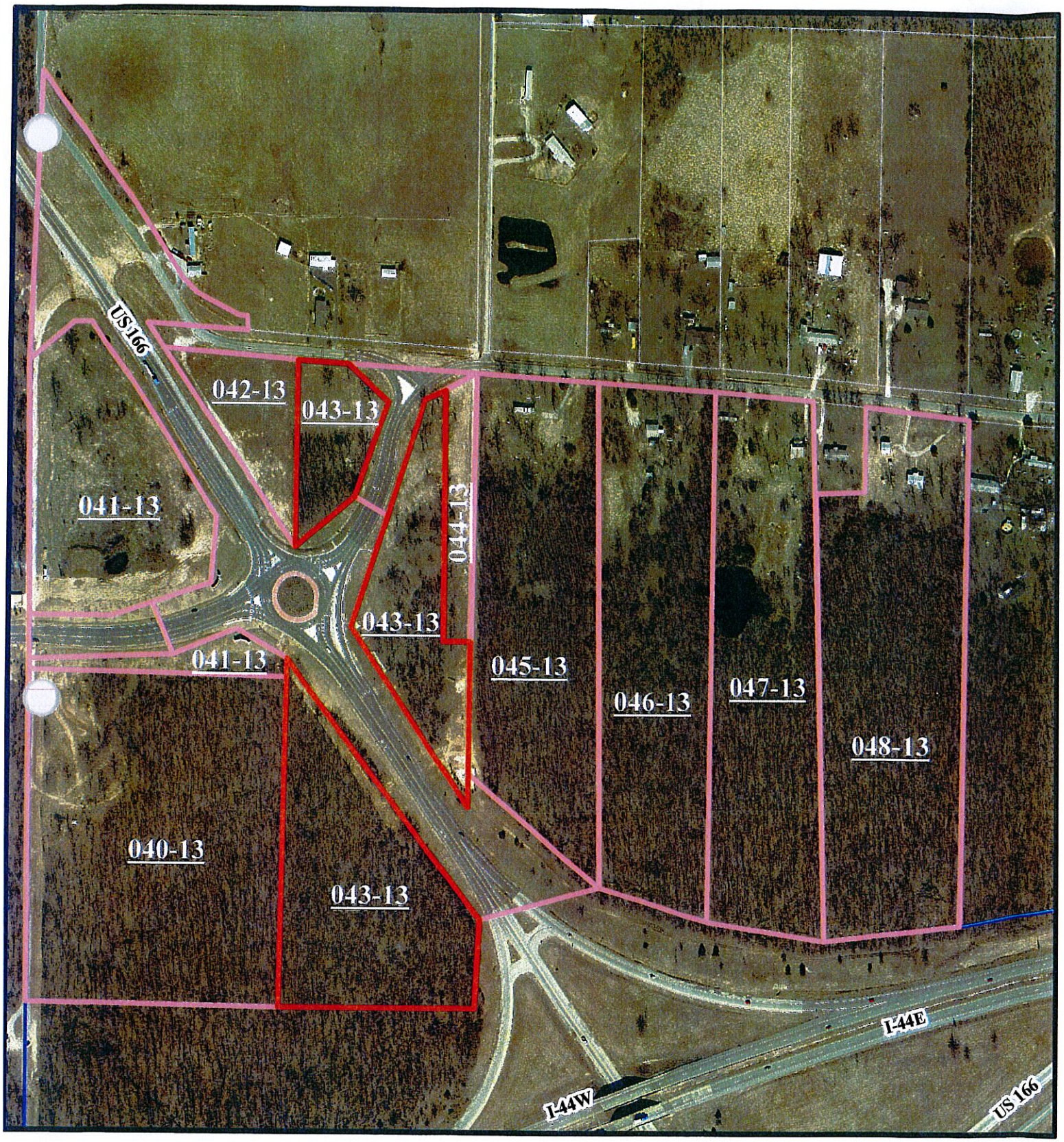
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: June 29, 2016.

Lindsay J. Dunn

Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
JASPER COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 6-29-2016



0 320 640 1,280 1,920 2,560 Feet

Case 043-13: A request to voluntarily annex into the corporate limits of the City of Joplin, l[illegible] property at the northeast corner of the Nee Road and MO Rte. 166 roundabout, east of the roundabout, and south of the roundabout. - Public Works Director of the City of Joplin, MO through power of attorney

N

Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

Case 043-13: Northeast corner of Nee Road and MO Rte. 166 roundabout, East of Nee Road and MO Rte. 166 roundabout, and South of Nee Road and MO Rte. 166 roundabout – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

Mr. Harrington opened the public hearing for Case 043-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 043-13.

MR. SMITH MOVED, SECONDED BY MR. DUNCAN, THAT CASE 043-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 043-13
Public Works Director of the City of Joplin, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-285 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of the Nee Road and Missouri Route 166 roundabout, east of Nee Road and the Missouri Route 166 roundabout, and south of Nee Road and the Missouri Route 166 roundabout in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

Part of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section 2, Township 26 North, Range 34 West, beginning at a point 250.25 feet West of the Southeast Corner of the Southwest Quarter (SW ¼), thence North and parallel with the East line of said Section 2, 1741.50 feet more or less to the center of Joplin and Miami Road, thence West along the center line of said road, 250.25 feet, thence South parallel with the East line of said SW ¼, thence East 250.25 feet to the point of beginning, AND Beginning at the

Southeast Corner of the SW ¼ of Section 2, Township 26 North, Range 34 West, thence running North 1741.50 feet, thence West 250.25 feet, thence South 1741.50 feet more or less to the South Line of said Section, thence East 250.25 feet to the point of beginning, EXCEPT road or highway right-of-way. Said Tracts being the same tracts described in that certain Quit Claim Deed filed in Book 360 at Page 131 in the Office of the Newton County Recorder.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:07 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-286
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~ Date: 7/26/2013
City Attorney: Brian Head Date: 7-29-13
City Manager: R. Mark Rohr Date: 7-29-13
Board or Commission: Planning and Zoning Commission Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 044-13: Near the southeast corner of Nee Road and Greenwood Drive – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex property near the southeast corner of Nee Road and Greenwood Drive.

Staff recommends approval of Case 044-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 044-13:

A request to voluntarily annex property near the southeast corner of Nee Road and Greenwood Drive.

LOCATION: Southeast corner of Nee Road and Greenwood Drive.

APPLICANT: Public Works Director of the City of Joplin, MO through power of attorney

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EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Undeveloped	52,000 ft² / 1.19 acres

DISCUSSION

The applicant is requesting to voluntarily annex property near the southeast corner of Nee Road and Greenwood Drive.

Staff recommends approval of Case 044-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David Hertzberg

Public Works Director

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 18th day of June 2013, before me appeared David Hertzberg, to me known to be the Public Works Director of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said David Hertzberg acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: June 29 2016.

Lindsay J Dunn

Lindsay J Dunn Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
MY COMMISSION EXPIRES 6-29-2016
JASPER COUNTY
STATE OF MISSOURI



0 320 640 1,280 1,920 2,560 Feet

Case 044-13: A request to voluntarily annex into the corporate limits of the City of Joplin, [illegible] property near the southeast corner of Nee Road and Greenwood Drive. - Public Works Director of the City of Joplin, MO through power of attorney

N

Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

Case 044-13: Near the southeast corner of Nee Road and Greenwood Drive – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

Mr. Harrington opened the public hearing for Case 044-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 044-13.

MR. BROWN MOVED, SECONDED BY MR. SMITH, THAT CASE 044-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 044-13
Public Works Director of the City of Joplin, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-286 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near the southeast corner of Nee Road and Greenwood Drive in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

Beginning at a found iron pin in the center of the formerly Joplin and Miami Road now known as Greenwood Drive and the East line of the Southwest Quarter (SW ¼) of Section 2, Township 26 North, Range 34 West, thence Westerly along said center of Greenwood Drive 112.00 feet, thence South parallel with said East line of the SW ¼, 777.86 feet, thence Easterly parallel with Greenwood Drive, 112.00 feet to a point on said East line of the SW ¼, thence North along said East line 777.86 feet to the point of beginning, EXCEPT road or highway right-of-way. Said Tract being the same tract described in that certain Quit Claim Deed filed in Book 360 at Page 131 in the Office of the Newton County Recorder.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:08 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-287
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~ Date: 7/26/2013
City Attorney: Brian Head Date: 7-29-13
City Manager: R. Mark Rohr Date: 7-29-13
Board or Commission: Planning and Zoning Commission Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 045-13: Approximately 150 feet east of the Nee Road and Greenwood Drive intersection – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex property approximately 150 feet east of Nee Road and Greenwood Drive. The southern boundary of the property is along the Interstate 44 and MO Rte. 166 interchange.

Staff recommends approval of Case 045-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City

after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 045-13:

A request to voluntarily annex property approximately 150 feet east of the Nee Road and Greenwood Drive intersection.

LOCATION: 150 feet east of Nee Road and Greenwood Drive.

APPLICANT: Public Works Director of the City of Joplin, MO through power of attorney

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EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Undeveloped	418,870 ft² / 9.62 acres

DISCUSSION

The applicant is requesting to voluntarily annex property approximately 150 feet east of Nee Road and Greenwood Drive. The southern boundary of the property is along the Interstate 44 and MO Rte. 166 interchange.

Staff recommends approval of Case 045-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David Hertzberg

Public Works Director

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 18th day of June 2013, before me appeared David Hertzberg, to me known to be the Public Works Director of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said David Hertzberg acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

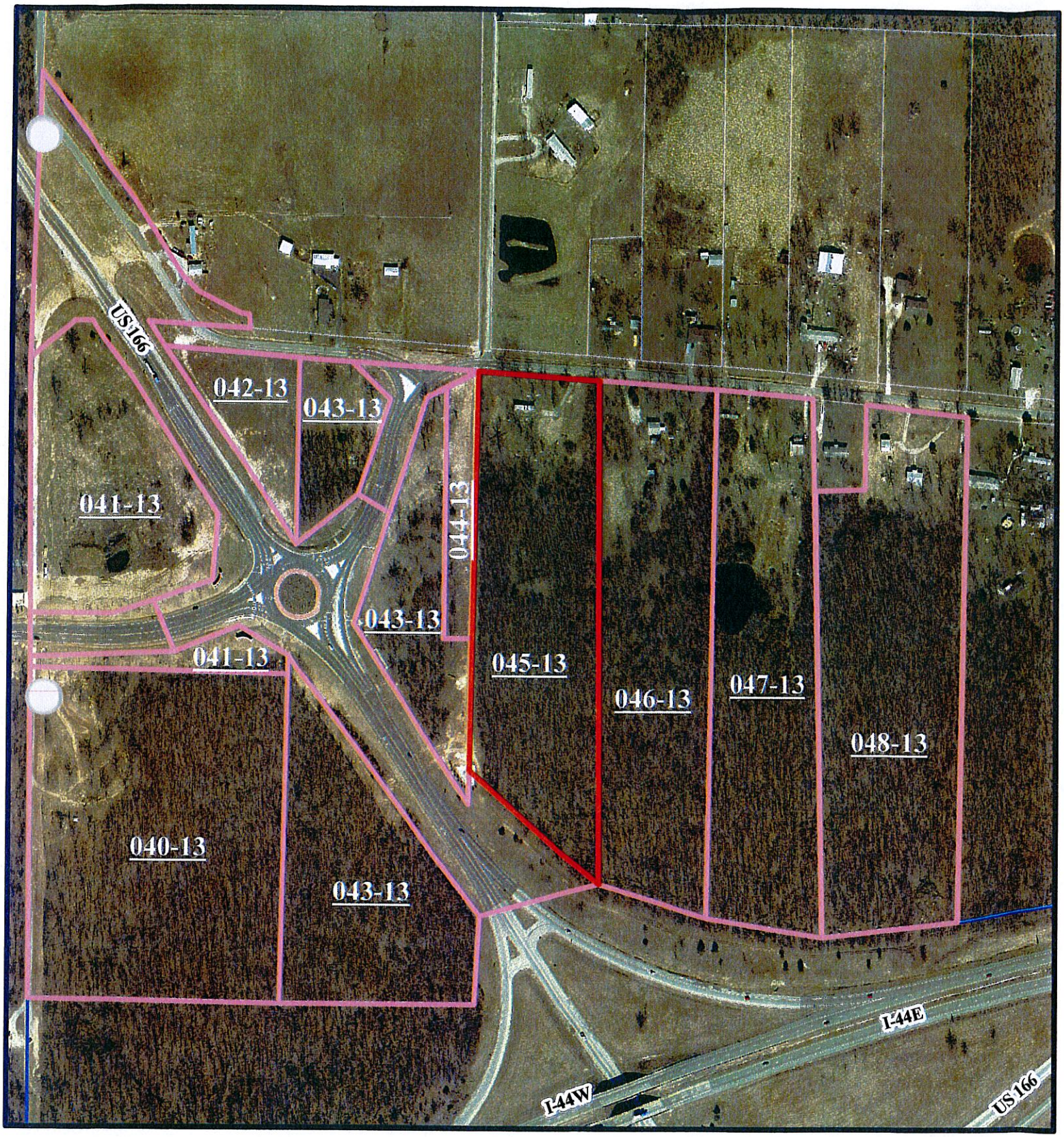
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: June 29, 2016.

Lindsay J. Dunn

Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
JASPER COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 6-29-2016



0 320 640 1,280 1,920 2,560 Feet

Case 045-13: A request to voluntarily annex into the corporate limits of the City of Joplin, M property approximately 150 feet east of Nee Road and Greenwood Drive. - Public Works Director of the City of Joplin, MO through power of attorney

N

Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

Case 045-13: Approximately 150 feet east of the Nee Road and Greenwood Drive intersection – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

Mr. Harrington opened the public hearing for Case 045-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 045-13.

MR. CORTEZ MOVED, SECONDED BY MR. EASTMAN, THAT CASE 045-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 045-13
Public Works Director of the City of Joplin, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-287 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 150 feet east of the Nee Road and Greenwood Drive intersection in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

The West 320.4 feet of the West Half (W ½) of the Southeast Quarter (SE ¼) of Section 2, Township 26 North, Range 34 West, lying South of the County Road, Newton County, Missouri. Said Tract being the same tract described in that certain Quit Claim Deed filed in Book 360 at Page 131 in the Office of the Newton County Recorder.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:09 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-288
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~ Date: 7/26/2013
City Attorney: Brian Head Date: 7-29-13
City Manager: R. Mark Rohr Date: 7-29-13
Board or Commission: Planning and Zoning Commission Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 046-13: Approximately 485 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex property approximately 485 feet east of Nee Road and Greenwood Drive. The southern boundary of the property is along the Interstate 44 and MO Rte. 166 interchange.

Staff recommends approval of Case 046-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of

the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 046-13:

A request to voluntarily annex property approximately 485 feet east of the Nee Road and Greenwood Drive intersection.

LOCATION: 485 feet east of Nee Road and Greenwood Drive.

APPLICANT: Public Works Director of the City of Joplin, MO through power of attorney

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EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Undeveloped	426,380 ft² / 9.79 acres

DISCUSSION

The applicant is requesting to voluntarily annex property approximately 485 feet east of Nee Road and Greenwood Drive. The southern boundary of the property is along the Interstate 44 and MO Rte. 166 interchange.

Staff recommends approval of Case 046-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David Hertzberg

Public Works Director

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 19th day of June 2013, before me appeared David Hertzberg, to me known to be the Public Works Director of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said David Hertzberg acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

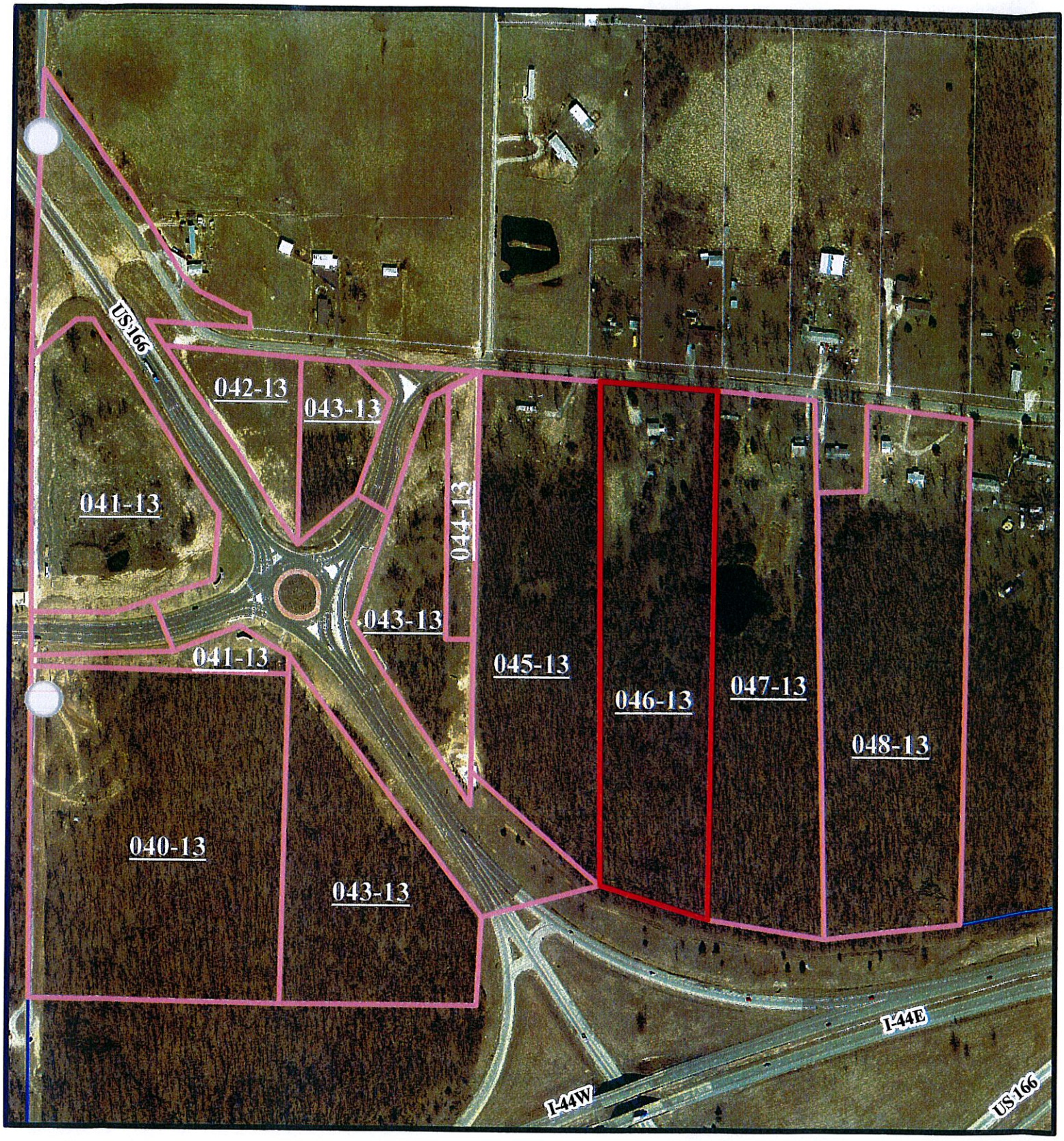
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: June 29 2016.

Lindsay J. Dunn

Lindsay J. Dunn Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
MY COMMISSION EXPIRES 6-29-2016
JASPER COUNTY
STATE OF MISSOURI



0 320 640 1,280 1,920 2,560 Feet

Case 046-13: A request to voluntarily annex into the corporate limits of the City of Joplin, M property approximately 485 feet east of Nee Road and Greenwood Drive. - Public Works Director of the City of Joplin, MO through power of attorney

N

Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

Case 046-13: Approximately 485 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

Mr. Harrington opened the public hearing for Case 046-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 046-13.

MR. CORTEZ MOVED, SECONDED BY MR. EASTMAN, THAT CASE 046-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 046-13
Public Works Director of the City of Joplin, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-288 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 485 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

All that part of the West Half (W ½) of the Southeast Quarter (SE ¼) of Section 2, Township 26 North, Range 34 West, described in metes and bounds as follows: Beginning at a point in the center of the Main Road, 320.4 feet East of the West line of said 80 acres, thence East 320.5 feet, thence South to the South line of said 80 acres, thence West 320.5 feet, thence North to the point of beginning, EXCEPT road or highway right-of-way. Said Tract being the same tract described in that certain Quit Claim Deed filed in Book 360 at Page 131 in the Office of the Newton County Recorder.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:10 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-289
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~ Date: 7/26/2013
City Attorney: Brian Head Date: 7-25-13
City Manager: R. Mark Rohr Date: 7-29-13
Board or Commission: Planning and Zoning Commission Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 047-13: Approximately 810 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex property approximately 810 feet east of Nee Road and Greenwood Drive. The southern boundary of the property is along the Interstate 44 and MO Rte. 166 interchange.

Staff recommends approval of Case 047-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of

the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 047-13:

A request to voluntarily annex property approximately 810 feet east of the Nee Road and Greenwood Drive intersection.

LOCATION: 810 feet east of Nee Road and Greenwood Drive.

APPLICANT: Public Works Director of the City of Joplin, MO through power of attorney

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EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Undeveloped	426,150 ft² / 9.78 acres

DISCUSSION

The applicant is requesting to voluntarily annex property approximately 810 feet east of Nee Road and Greenwood Drive. The southern boundary of the property is along the Interstate 44 and MO Rte. 166 interchange.

Staff recommends approval of Case 047-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David Hertzberg

Public Works Director

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 18th day of June 2013, before me appeared David Hertzberg, to me known to be the Public Works Director of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said David Hertzberg acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

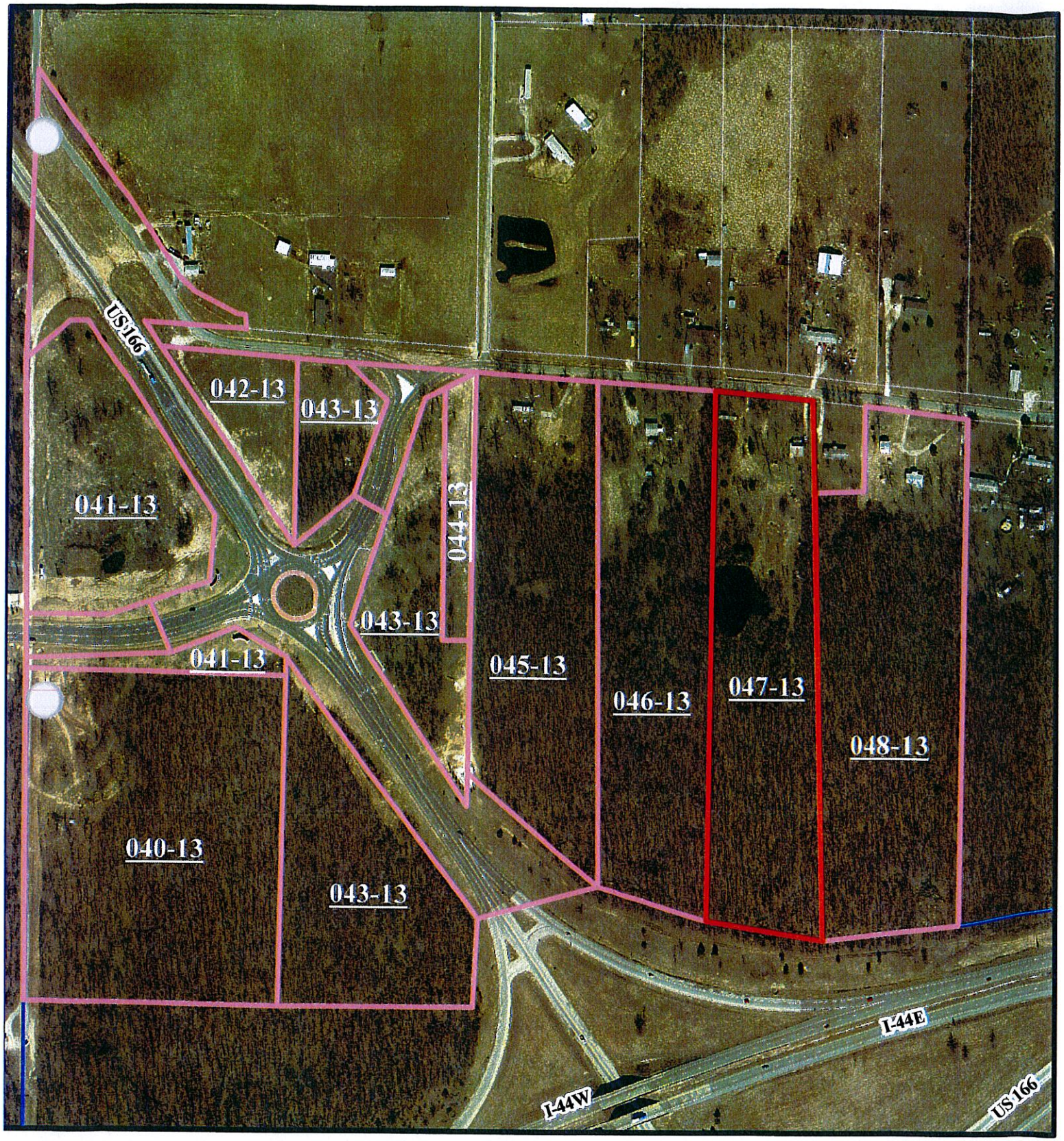
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: June 29, 2016.

Lindsay J. Dunn

Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
JASPER COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 6-29-2016



0 320 640 1,280 1,920 2,560 Feet

Case 047-13: A request to voluntarily annex into the corporate limits of the City of Joplin, M property approximately 810 feet east of Nee Road and Greenwood Drive. - Public Works Director of the City of Joplin, MO through power of attorney

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Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

Mr. Smith asked about going into Kansas, and Mr. Wright replied that Joplin can't annex property in other states.

Mr. Duncan asked about the three-year delay, and Mr. Bolander was not sure if all the property owners were agreeable to annexation into the City of Joplin just yet. The City staff is doing these annexations by a power of attorney as per the agreement that was signed between the City of Joplin and the property owner. The staff gave them an additional two years to see if they can get all their members agreeable to the annexation, but the City of Joplin is using the power of attorney through the Public Works Director to annex the properties.

Mr. Duncan asked if the owners need to vote on the annexation if the City of Joplin approves it. Mr. Bolander replied no, in that the City Council has the full authority to approve the annexation themselves.

Mr. Duncan asked if the owners have signed to voluntarily annex the properties. Mr. Bolander replied this was part of the sewer agreement, in that they currently use the City sewer for that area.

Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

Case 047-13: Approximately 810 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

Mr. Harrington opened the public hearing for Case 047-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 047-13.

MR. DUNCAN MOVED, SECONDED BY MR. SMITH, THAT CASE 047-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 047-13
Public Works Director of the City of Joplin, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-289 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 810 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

All of that part of the West Half of the Southeast Quarter of Section 2, Township 26, Range 34, Newton County, Missouri, beginning at a point in the center of Main Road on the East side of said 80 acres, 408.7 feet West of the East line of said 80 acres, thence West 275 feet, thence South to the South line of said 80 acres, thence East 275 feet, thence North to the point of beginning, EXCEPT road or highway right-of-way. Said Tract being the same tract described in that certain Missouri Warranty Deed filed in Book 357 at Page 7509 in the Office of the Newton County Recorder.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:11 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 5, 2013

Item: COUNCIL BILL NO. 2013-290
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: ~~David Hertzberg~~ Date: 7/26/2013
City Attorney: Brian Head Date: 7-29-13
City Manager: R. Mark Rohr Date: 7-29-13
Board or Commission: Planning and Zoning Commission Date: 7/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 048-13: Approximately 1,230 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex property approximately 1,230 feet east of Nee Road and Greenwood Drive. The southern boundary of the property is along the Interstate 44 and MO Rte. 166 interchange.

Staff recommends approval of Case 048-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright made one presentation for Cases 037-13 through 049-13. These annexations are generally located near the Route 166 and Nee Road roundabout, which is located north of the I-44 and Route 166 interchange.

Case 037-13 is the annexation of the Missouri Department of Transportation's (MoDOT's) right-of-way for Route 166 between I-44 and the Missouri/Kansas state line. Cases 038-13 and 039-13 are the annexation of Newton County's right-of-way for both ends of the Nee Road and Route 166 roundabout between the Kansas and Missouri state line all the way up to Greenwood Drive.

Cases 040-13 through 048-13 are for properties currently owned by the Quapaw Tribe. These properties are part of a sewer agreement signed in 2008 that gives the Public Works Director of

the City of Joplin authority, through power of attorney, to annex these properties into the City after a certain time period. That agreement states that after three years, the City may annex. These nine properties are located around the roundabout and south of Greenwood Drive.

Case 049-13 is located south of I-44 along the south outer road. Since advertising that case, Newton County has confirmed that the property is part of Loma Linda, and therefore, staff has requested that Case 049-13 be stricken from the agenda.

Mr. Eastman asked where the City limits touch on these properties, and Mr. Wright replied that all of I-44 is in the City limits.

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Mr. Harrington asked about voting on all the cases at once, and Mr. Bolander replied that they must be handled individually. There must be a contiguous approval as one property is annexed, then the next one contiguous with it to make that connection.

PUBLIC COMMENT:
None.

Z&P Meeting: July 8, 2013
City Council Meeting: August 5, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 048-13:

A request to voluntarily annex property approximately 1,230 feet east of the Nee Road and Greenwood Drive intersection.

LOCATION: 1,230 feet east of Nee Road and Greenwood Drive.

APPLICANT: Public Works Director of the City of Joplin, MO through power of attorney

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EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Undeveloped	515,945 ft² / 11.84 acres

DISCUSSION

The applicant is requesting to voluntarily annex property approximately 1,230 feet east of Nee Road and Greenwood Drive. The southern boundary of the property is along the Interstate 44 and MO Rte. 166 interchange.

Staff recommends approval of Case 048-13.

ENCLOSURES:

None

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

David Hertzberg

Public Works Director

STATE OF MISSOURI)
) ss:
COUNTY OF NEWTON)

On this 18th day of June 2013, before me appeared David Hertzberg, to me known to be the Public Works Director of City of Joplin, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said David Hertzberg acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

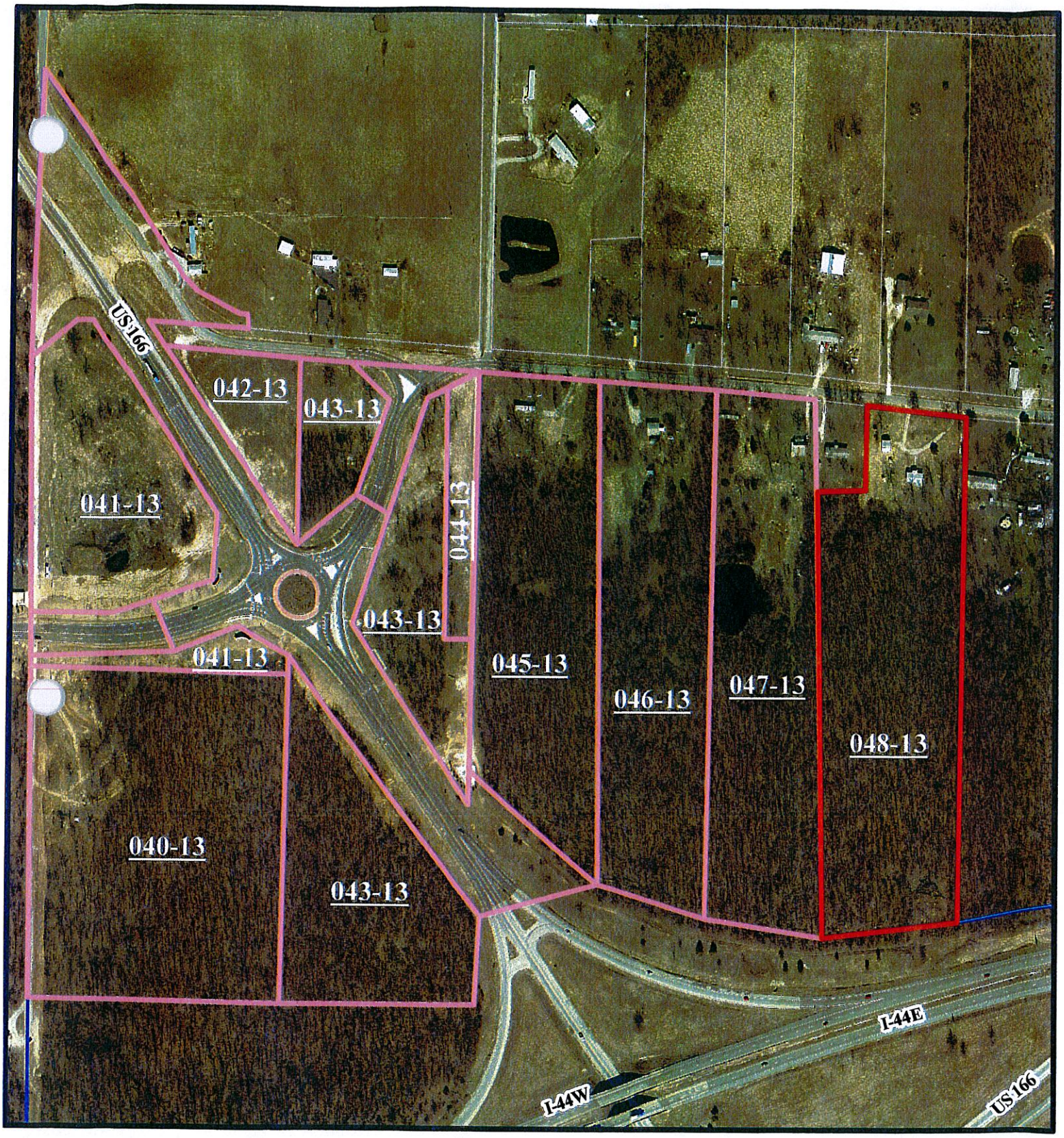
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: June 29, 2016.

Lindsay J Dunn
LINDSAY J DUNN

Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
JASPER COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 6-29-2015



0 320 640 1,280 1,920 2,560 Feet

Case 048-13: A request to voluntarily annex into the corporate limits of the City of Joplin, M property approximately 1,230 feet east of Nee Road and Greenwood Drive. - Public Works Director of the City of Joplin, MO through power of attorney

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Case 048-13: Approximately 1,230 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 – A request to voluntarily annex into the corporate limits of the City of Joplin, MO – Public Works Director of the City of Joplin, MO through power of attorney.

Mr. Harrington opened the public hearing for Case 048-13. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 048-13.

MR. BROWN MOVED, SECONDED BY MR. EASTMAN, THAT CASE 048-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. LANDRITH BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 048-13
Public Works Director of the City of Joplin, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-290 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 1,230 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001, as amended, a verified Petition requesting annexation and signed by the owners of all fee interests of record in the tracts of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to said Section, having referred this matter to the Planning and Zoning Commission for a Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given seven (7) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land described as follows, to-wit:

All of that part of the Southeast Quarter of Section 2, Township 26 North, Range 34 West, Newton County, Missouri, described as follows: Beginning at a point 916.6 feet East of the Southwest corner and on the South line of said Southeast Quarter, thence North to a point in the center of the main road which traverses said Southeast quarter, thence East following the center of said main road to a point 1,192.3 feet East of the West line of said Southeast Quarter, thence South to a point on the South line of said Southeast Quarter 1,192.3 feet East of the Southwest corner of said Southeast Quarter, thence West 275.7 feet to the point of beginning, EXCEPT road or highway right-of-way. AND also,

Beginning at a point 1,192.3 feet East of the Southwest corner and on the South line of said Southeast Quarter, thence North to center of main road which traverses said Southeast Quarter, thence East following the center of said main road to East line of the West Half of the Southeast Quarter, thence South to Southeast corner of said West Half of Southeast Quarter, thence West to the point of beginning, EXCEPT, Commencing at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 2, Township 26, Range 34, Newton County, Missouri, thence South 0°04' East 981.0 feet along East line of said Quarter to the center line of a county road , thence North 86°09' West 268.30 feet to the point of beginning, thence South 296.34 feet, thence West 135.70 feet, thence North 305.50 feet, thence South 86°09' East 136.0 feet to the point of beginning, EXCEPT road or highway right-of-way. Said Tracts being the same tracts described in that certain General Warranty Deed filed in Book 357 at Page 6019 in the Office of the Newton County Recorder.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to be filed with the Clerk of Newton County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:12 a.m., on the First (1st) day of October, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 19, 2013

Resolution No. 2013-022
Item: Filing of Application with the Environmental Protection Agency
Originating Department: PUBLIC WORKS ADMINISTRATION

Attachments: 1) Resolution No. 2013-022

Department Head: Sam Anselm	Date: 8/9/13
Finance Department: Leslie Haase	Date: 8/13/13
City Attorney: Brian Head	Date: 8-13-13
City Manager: Mark Rohr	Date: 8-12-13

Recommended Action: Authorizing the Interim Director of Public Works to file an application with the Environmental Protection Agency for a loan under the Federal Water Pollution Control Act as amended (33 U.S.C. 466, et seq.), and the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo).

Background: Upon the successful vote authorizing the City of Joplin to borrow funds from the State Revolving Fund Program, the application process began. This has resulted in various documents to be provided to the Environmental Protection Agency and the Missouri Department of Natural Resources in applying for funds needed for expansion of the City's wastewater treatment facilities.

Discussion: This resolution will authorize Samuel L. Anselm, Interim Director of Public Works, to furnish such information as the Environmental Protection Agency and the Missouri Department of Natural Resources may reasonably request in connection with the application process, and to sign all necessary documents on behalf of the City of Joplin, and to furnish such assurances to the Environmental Protection Agency and the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the City of Joplin.

Recommendation: Approval to file an application with the Environmental Protection Agency, and to authorize the Interim Director of Public Works to furnish all required documentation.

RESOLUTION NO. 2013-022

A RESOLUTION authorizing the filing of an application with the Environmental Protection Agency, United States of America for a loan under the Federal Water Pollution Control Act as amended (33 U.S.C. 466,et seq.), and the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo).

WHEREAS, under the terms of the Federal Water Pollution Control Act, as amended, and the Revised Statutes of Missouri, the United States of America and the State of Missouri have authorized the making of loans to authorized applicants to aid in the construction of specific public projects.

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

Section 1. That Samuel L. Anselm, Interim Director of Public Works, is hereby authorized to execute and file an application on behalf of the City of Joplin, Missouri, with the State of Missouri for a loan to aid in the construction of:

Expansion of the Turkey Creek Wastewater Treatment Facility
Expansion of the Shoal Creek Wastewater Treatment Facility

Section 2. That Samuel L. Anselm, Interim Director of Public Works, is hereby authorized and directed to furnish such information as the Environmental Protection Agency and the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Environmental Protection Agency and the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk of the City of Joplin, Missouri, does hereby certify: That the attached resolution is a true and correct copy of the resolution adopted at a legally convened meeting of the City Council of the City of Joplin, Missouri, held on the _____ day of _____, 2013; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this _____day of _____, 2013.

_____
Barbara L. Hogelin
City Clerk

(SEAL)

City of **JOPLIN** City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 19, 2013
ITEM: Resolution No. 2013-023 expressing the support of the Application of the Joplin Redevelopment Corporation to the Missouri Department of Economic Development for tax credits pursuant to the Missouri Distressed Areas Land Assemblage Tax Credit Program.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Resolution No. 2013-023;

DEPARTMENT HEAD:	Brian W. Head	Date: 8-12-13
FINANCE DEPARTMENT:	Leslie Haase	Date: 8-13-13
CITY MANAGER:	R. Mark Rohr	Date: 8-12-13

INTRODUCTION:

This Resolution offers support to the application for tax credits by the Joplin Redevelopment Corporation (JRC) pursuant to the Missouri Distressed Areas Land Assemblage Tax Credit Program.

DISCUSSION:

The attached resolution is required by the Department of Economic Development in order to show support for the application by the JRC for tax credits under the above named program. Under this program, the JRC would qualify for approximately $5,000,000.00 in tax credits that could be sold for between $.88 and $.92 per dollars thus netting in excess of $4,000,000.00 for redevelopment of Joplin.

RECOMMENDATION:

Staff recommends this Resolution be approved.

BWH:ab
attachments

RESOLUTION NO. 2013-023

A RESOLUTION expressing the support of the Application of the Joplin Redevelopment Corporation to the Missouri Department of Economic Development for tax credits pursuant to the Missouri Distressed Areas Land Assemblage Tax Credit Program.

WHEREAS, the Joplin Redevelopment Corporation has undertaken the task of assembling land to assist in the redevelopment of the City following the devastating May 22, 2011, tornado; and,

WHEREAS, Missouri law provides for a tax credit program administered by the Missouri Department of Economic Development for the purpose of incentivizing redevelopment in distressed areas for reimbursing Developers for costs associated with large scale land assembly; and,

WHEREAS, the Joplin Redevelopment Corporation will have assembled land with a total value of roughly Ten Million Dollars ($10,000,000); and,

WHEREAS, pursuant to the Missouri Distressed Areas Land Assemblage Tax Credit Program, the Joplin Redevelopment Corporation may apply for, and receive, tax credits equal to half of the land costs or Five Million Dollars ($5,000,000); and,

WHEREAS, those tax credits may be sold on the open market for approximately Ninety Cents (.90¢) on the dollar netting the Redevelopment Corporation over Four Million Dollars ($4,000,000) to assist in the redevelopment of Joplin; and,

WHEREAS, the Council wishes to support this Application to the Missouri Department of Economic Development.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI AS FOLLOWS:

Section 1. That the Council of the City of Joplin does hereby express its support for the Application of the Joplin Redevelopment Corporation, Inc., to the Missouri Department of Economic Development for tax credits under the Missouri Distressed Areas Land Assemblage Tax Credit Program and urges approval of the same by the Department of Economic Development.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 19, 2013

Item: CDBG – Disaster Recovery Round 2 Partial Action Plan
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Round 2 Partial Action Plan
2) Resolution No. 2012-024

Department Head: Sam Anselm Date: 8/12/13
Planning & Community Development Manager: Troy Bolander T.B. Date: 8-12-13
Finance Department: Leslie Haase Date: 8/13/13
City Attorney: Brian Head Date: 8-13-13
City Manager: Mark Rohr Date: 8-12-13

Recommended Action: Approval of Resolution No. 2012-024

DISCUSSION:

The following is a resolution that authorizes the filing of a Partial Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the Second Round of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program. The Action Plan describes the activities and how the first approximate $8.6 million of the approximate $113 million grant funds will be spent. A summary of the activities is listed below:

1) Sidewalk Construction (Design Only)
2) Sanitary Sewer (Design & Construction Phase 1)
3) Storm Sewer (Design Only)
4) Curb & Gutter (Design Only)
5) Mental Health Needs – Joplin School District

This plan was developed by City Staff through a review of pre and post-disaster plans for community needs. All activities included in this Partial Action Plan were part of a presentation to City Council on June 17 and was passed by City Council on July 1, 2013 as part of the Joplin Community Phase II Recovery Plan.

In addition to these Council Meetings, this plan was posted on the City's website and a 7 day public comment period was observed beginning on August 9th to solicit public comments to the proposed activities. The first plan is due to HUD no later than September 3, 2013. Once projects are in the Action Plan, the city has two years to expend the disaster funds. As additional projects are ready to move forward, the partial Action Plan must be amended to include the projects. Under the federal regulations dictating the use of this round of CDBG disaster recovery funds, all of the projects must

be listed in the Action Plan by September of 2017 and the entire $113 million must be expended two years later in 2019.

RECOMMENDATION:

The staff recommends adoption of this Resolution.

RESOLUTION NO. 2012-024

A RESOLUTION authorizing the filing of a Partial Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, there were thousands of households affected by the tornado; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin has been allocated $113,276,000 in CDBG-DR grant assistance in response to the negative housing, infrastructure, and economic impacts caused by the tornado on May 22nd, 2011; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) allows for the submission of a Partial Action Plan to assist communities in complying with the two-year expenditure requirement for these funds; and

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

Section 1. That the City of Joplin file a Partial Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program according to Attachment A with the U.S. Department of Housing and Urban Development.

Section 2. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Forms 424 to allow submission of the Partial Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 19th Day of August, 2013.

_____

Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

Attachment A – CDBG-DR Round 2 Partial Action Plan

Attachment A

COMMUNITY DEVELOPMENT BLOCK GRANT

DISASTER RECOVERY- ROUND II ($113M)



INITIAL ACTION PLAN FOR

THE CITY OF JOPLIN

Supplemental CDBG Disaster Recovery
Authorized by the Disaster Relief Appropriations Act, 2013
(Public Law 113-2)
U.S. Department of Housing and Urban Development
Docket No. FR-5696-N-03
[Federal Register: May 29, 2013 (Volume 78, Number 103)]

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I. UNMET NEEDS

DRAFT

HOUSING IMPACT AND UNMET NEEDS

The majority of the property in Joplin that was affected by the May 20, 2011 tornado was residential property that contained a variety of single and multi-family as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 3,500 dwellings were destroyed with an additional 4,000damaged affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.

A large portion of those 7,500 households that were affected were able to find housing resources either through existing available housing stock or through temporarily staying with friends and family. The immediate housing needs that were identified by the City and FEMA resulted in the placement of 586 Temporary Housing Units (THUs) throughout the community. It became clear very quickly that the regional housing market could not provide for the affected households. The temporary solution of FEMAs THUs was crucial in housing families after the storm; however, these are families that will need permanent housing solutions.

Although the FEMA THU program has officially ended, the City has been left with a number of vacant lots throughout the tornado area. As an update to the City's first Housing Impact Assessment, the City commissioned an updated Housing Study by Novogradac as well as using internal methods to estimate population loss.

The following text is an excerpt from the Novogradac Housing Study updated in 2012:

> *"Analysis: In the May 2011 tornado, 602 housing units suffered partial or semi-major damage while 4,252 units were completely damaged or destroyed. In addition over 2,700 homes suffered some form of damage, thus a total of over 7,000 homes were damaged by the May 2011 tornado.*
> *Residents of some of these destroyed units were able to find replacement housing among Joplin's existing housing stock or repair their homes.*
>
> *Per our calculation from our September 2011 study, in order to determine the number and type of units that need to be replaced, we utilized the 3,422 units that were completely damaged or destroyed as a starting point. First, we determined the number of rental units and the number of owner-occupied units that need to be replaced. Based upon the renter percentage in the most densely populated areas that were damaged by the tornado, we assumed that approximately 45 percent of the units destroyed were rental units.*

NUMBER OF REPLACEMENT RENTAL UNITS	
Number of units that were completely destroyed or damaged	3,422
	*
Percentage of units that were rental units	45.0%
Total Number of Replacement Rental Units Proposed	**1,540**

NUMBER OF REPLACEMENT OWNER-OCCUPIED UNITS	
Number of units that were completely destroyed or damaged	3,422
	*
Percentage of units that were owner-occupied units	55.0%
Total Number of Replacement Owner-Occupied Units Proposed	**1,882**

We assumed that residents in approximately ten percent of the 3,422 units found other replacement housing among Joplin's existing housing stock or chose to repair/rebuild their homes. As a result, we recommended the replacement of 1,400 rental units and 1,700 owner-occupied units for a total of 3,100 units.

As of mid-June 2012, a total of 951 multifamily rental units had been permitted for rebuilding or repairing. In addition, there are 248 LIHTC units that have received allocations and are in the planning process but have not yet been issued permits. Thus, the total number of permitted and approved multifamily rental units equates to 1,199 units, which is 201 units below our initial September 2011 recommendation of 1,400 units.

For the 1,400 rental units, we recommended a combination of market rate single-family homes, market rate traditional multifamily developments and affordable developments for a total of 625 market rate units and 775 affordable units. Approximately 651 affordable (LIHTC and Section 8) units have come online or been permitted as of mid-June 2012. Based on this data combined with interviews with local stakeholders, we believe that the number of LIHTC units in the market is currently sufficient; however, an additional 125 units for very low income households is still necessary to house all of the remaining tenants in the FEMA units. As of October 2012, out of the 160 families housed in FEMA trailers the majority were seeking rental resources.

The difference between the number of units we recommended in our September 2011 study and the number of units that have currently been issued/planned is 201 units. As previously noted, we recommend the addition of 125 units for very low income households. At this time, until all of the proposed multifamily stock comes online, we believe that an additional 75 market rate units for moderate income households could be supported in the market.

In our September 2011 report, we estimated that 1,700 owner-occupied units needed to be replaced. As of mid-May 2012, 716 homes have been completely rebuilt or newly built, and 3,299 homes have been repaired. Of the 716 homes that have been completely rebuilt, approximately 55.7 percent have cost $110,000 or less, indicating that they are targeting low to moderate income households. Interviews with market participants indicate that, at this time, there is not a need for speculative homes to be built in the Joplin area; however, interviewees did indicate that there are some prior homeowners that are still waiting to see what is being built before rebuilding themselves. In addition, there are still prior

homeowners living with family and friends at the present time. A city-wide door-to-door survey illustrated that 157 families were doubled-up with another family in a temporary situation. In addition, 100 families from Joplin Schools Survey were identified as still need permanent housing. Overall, we estimate that approximately 20 percent of prior homeowners are still waiting to rebuild or living with family; thus, we estimate that approximately 340 owner-occupied homes still need to be rebuilt in the market.

Action:

- *Build 125 Section 8 multifamily rental units.*
- *Build 75 market rate multifamily units targeted toward persons with moderate incomes.*
- *Replace/build 340 owner-occupied homes to satisfy demand for remaining households that have yet to rebuild or are staying with family and friends."*

The City's first allocation of CDBG-DR funding includes the following programs to address these needs:

Program	Funding	Unit Estimates
Direct Homeownership Assistance	$12,750,000	Minimum 400
Multi-family Residential	$9,000,000	Approximately 500
Single Family Rehabilitation	$1,500,000	Approximately 100

In an effort to project population loss, the City collected data from the following sources:

1) City's Building Permit Data
2) Aerial Photography
3) School Enrollment Data
4) Utility Service Data (Empire District Electric & Missouri American Water)

Based on these data sources, the City believes that the potential number of households lost post-tornado is between 1,400 and 1,800. When looking at this data combined with the Novogradac recommended actions listed above, the City believes that its current programs provide opportunity for the market of housing demand that remains in the Joplin. In addition to addressing this need, the City's housing programs also address the need to minimize the amount of vacant lots in the community through encouraging new residents to locate within Joplin through its Direct Homeownership Assistance activity (a.k.a. the Principal Reduction Program). This activity is structured in a way such that the assistance will be provided directly to purchasers of housing and will not create a situation that funding will create speculative housing.

Although there is a discrepancy between the goals set by the Novogradac study to ensure that the current population has its housing needs met and the goal set by the City to maximize the redevelopment of vacant lots, the City believes that the amount of funding allocated toward housing activities in its first round of CDBG-DR funding adequately addresses the known housing demand at this point.

INFRASTRUCTURE IMPACT AND UNMET NEEDS

The City's previous round of CDBG-DR funding was allocated to infrastructure based on the immediate assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado. Since that time, additional assessments have occurred to update the unmet infrastructure needs inside the tornado-affected area. In furthering the effort to ensure that the tornado-affected area is as attractive as possible to returning and new residents, these projects will ensure that all residents have the benefit of infrastructure that will enhance the quality of life and protect property. These projects will include repairs necessary due to direct storm damage, damage from recovery efforts, and will further enhance systems to attract residents to repopulate the area.

Mental Health

For two years Joplin Schools has been able to help meet the social and emotional needs by having ancillary professional staff to help students and families still suffering the effects of the tornado. This funding, however, is expected to decrease this upcoming year.

Currently Joplin Schools has 7,400 students and approximately 1,200 staff. Referrals from students, parents and staff have assisted us with the identification of distressed students, as have disciplinary referrals, attendance and grade data. In Academic Year 2011-2012 mental health professionals employed by Ozark Mental Health Center served over 2,200 children in our schools while referring many for individual professional counseling in the community. Many students were on long wait lists and needed the support of the school.

This year over 1300 students were served by Project HOPE direct mental health interventions. We have successfully kept students in the regular classroom environment avoiding special education by supporting teachers with strategies to prevent educational disruptions.

The School District has provided the above data and the conclusion of research reinforce the need for continued support. Joplin School District anticipates needing 8 mental health professionals to meet the needs of at least 1,000 students expected to be underserved by current resources.

Storm Sewer

The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

Sanitary Sewer

As with storm sewers, the tornado and ensuing heavy equipment caused significant damage to the manhole and sanitary sewers across the tornado recovery area.

All EDR area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. We extrapolated those rankings and percentages across the entire tornado area. We estimated approximately $12 million for repairing the category 3 and above lines which are comprised of approximately 444,000 linear feet of Sanitary Sewer. The project also involves repairing all manholes in the tornado area, of which there are approximately 1,700.

Curb & Gutter

Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in less disturbance on areas already paved.

Sidewalks

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area.

ECONOMIC IMPACT AND UNMET NEEDS

The path of the May 22, 2011 tornado also crossed a few of the commercial corridors in the City of Joplin which had a large effect on the local economy. There were 553 businesses destroyed or severely damaged, but approximately 90 percent, or 500 businesses, are back in operation. Thirty businesses have indicated that they will not rebuild/reopen.

Between 4,500 and 5,000 employees were affected by the tornado but approximately 3,000 were kept on payroll in some capacity, which is partially attributable to the fact that many jobs were at major employers such as the hospitals and Wal-Mart, which have decided to rebuild. This number is lower than the previously reported 90 percent in the City's Round I of CDBG-DR funding.

The following table represents the most impacted businesses by Business Type and NAICS code:

Business Type	NAICS Code	Count
Medical Facility/Offices	621	148
Restaurants/Food Services	722	41
Religious/Civic	813	33

Overall, the local economy is fairly strong although smaller businesses are still struggling. For smaller companies, it is nearly impossible to get resources, yet they are the ones with the least capacity to pay for quality training and growth. The City is working with the Joplin Area Chamber of Commerce to dedicate CDBG-DR funds to Job Training available to small businesses. This activity has not been fully developed and is thus not included in this Partial Action Plan.

The large number of volunteers, resources, and support has helped increase spending in the area and sales tax revenue is up 14 percent compared to a year ago. Future revenue will depend on how long the rebuilding will take and continued development of Joplin. Although the short-term sales tax revenue has prospered due to rebuilding activity, it will be important to introduce more diverse revenue sources back into the community that will ensure that revenues will remain after the rebuilding activities subside.

In an effort to address the affected employees that were not kept on payroll in some capacity, the City is also working with the Joplin Area Chamber of Commerce to develop a program that would help expand infrastructure in one of the City's Industrial Parks that sustained damages in the May 22nd Tornado. This will help bring the employment level back to the pre-tornado levels as well as provide important resources for the residents.

ASSISTANCE EXPECTED/RECEIVED

The Federal Emergency Management Agency (FEMA) was present in Joplin since the beginning of the rescue operations and continues into the recovery process.

FEMA Assistance (as of May 15, 2013):

Individuals and Businesses:

- Nearly **$21 million** in grants has been approved in Jasper and Newton counties for home repairs, temporary housing and other critical disaster-related needs through the Individuals and Households Program.
- FEMA provided direct, temporary housing to **586 households** occupying temporary housing units, among **15** sites throughout the metro Joplin area. *As of June 9, 2013* - **586 households (100%) have moved out** of FEMA temporary housing and into longer term or permanent housing.

- FEMA has provided more than **$4.8 million** to help fund crisis counseling services through community-based outreach and short-term interventions. The services help disaster survivors review their recovery options, discuss their reactions and learn coping strategies.
- The U.S. Small Business Administration (SBA) has approved more than **$43.4 million** in

low-interest disaster loans for **521** tornado-impacted individuals, businesses and not-for-profits. SBA provides these loans to help cover property losses. In addition, SBA provides economic injury loans (working capital) for eligible businesses.

1. 417 low-interest disaster loans to homeowners for $26.8 million
2. 100 low-interest disaster loans to businesses for $16.4 million
3. low-interest disaster loans to not-for-profits for $256,400

Public Assistance:

- FEMA provides grants to local, state and federal governmental entities, tribal nations and certain not-for-profit organizations to help reimburse eligible costs to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities.

- FEMA expects to spend **nearly $150 million*** in both counties to help remove debris, provide emergency protective measures and to permanently repair or replace public buildings and infrastructure damaged or destroyed by the tornado. **About $20 million** of this amount will help fund eligible recovery costs for the City of Joplin; about **$2.5 million** for the City of Duquesne. So far, about **$97.5 million** has been paid to the State of Missouri for disbursement to **25** eligible entities, including local governments, school districts and critical facilities such as hospitals.

** Funding subject to change based eligibility review process and potential insurance proceeds. Does not include costs for U.S. Army Corps of Engineers Debris Removal operations.*

Insurance Statistics

Losses as of October 31, 2012:
Provided by Missouri Department of Insurance, Financial Institutions, and Professional Registration

Line of Business	Claims Received	Claims Expected	Losses Paid	Losses Incurred
Commercial Property	2,142	2,159	$986,829,440	$1,320,220,325
Residential Property	8,647	8,784	$535,724,886	$554,388,779
Commercial Auto	309	309	$4,377,076	$4,783,049
Private Auto	6,982	7,117	$47,898,047	$51,084,766
Other Commercial	313	315	$15,031,287	$19,210,900
Total	**18,393**	**18,683**	**$1,589,860,736**	**$1,949,687,819**
County Mutuals	1,477	1,516	$61,789,887	$67,876,781
Total	**19,870**	**20,199**	**$1,651,650,623**	**$2,017,564,600**

CONNECTION BETWEEN UNMET NEEDS AND ALLOCATION

The three categories of Housing, Infrastructure, and Economic Need were individually discussed at the beginning of this document. The City evaluated the needs in these three categories and determined the greatest amount of need to be in Infrastructure then Economic Need. The City does strongly believe, however, that if the recovery of one of these sectors occurred in an isolated way, the community would not have a healthy recovery.

The City believes that the amount of funding allocated toward housing activities in its first round of CDBG-DR funding adequately addresses the known housing demand at this point. A summary of those activities found in the first round of funding is listed below:

Program	Funding (Previous Award)	Unit Estimates
Direct Homeownership Assistance	$12,750,000	Minimum 400
Multi-family Residential	$9,000,000	Approximately 500
Single Family Rehabilitation	$1,500,000	Approximately 100

In furthering the effort to ensure that the tornado-affected area is as attractive as possible to returning and new residents, the planned infrastructure projects will ensure that all residents have the benefit of adequate infrastructure that will enhance the quality of life and protect property. These projects will include repairs necessary due to direct storm damage, damage from recovery efforts, and will further enhance systems to attract residents to repopulate the area.

Program	Funding This Round	Estimated Final Funding	Unit Estimates
Sidewalk Reconstruction	$ 588,000	$11,400,000	Approximately 812,000 feet
Sanitary Sewer	$ 4,500,000	$12,000,000	Approximately 444,000 feet
Storm Sewer	$ 2,381,400	$17,500,000	34 Separate Projects
Curb & Gutter	$ 393,000	$ 7,700,000	Approximately 700,000 feet

Although the City has identified the activities above, it is anticipated that future projects will be identified and included in additional Partial Action Plans that will assist in providing infrastructure and public facility resources to the residents that will encourage a repopulation of the tornado area. The City is focused on providing as much funding as possible to make this portion of the community an area that will attract residents now and in the future.

The City is also working with the Joplin Area Chamber of Commerce to dedicate CDBG-DR funds to Job Training available to small businesses. This activity has not been fully developed and is thus not included in this Partial Action Plan.

In an effort to address the affected employees that were not kept on payroll in some capacity, the City is also working with the Joplin Area Chamber of Commerce to develop a program that would help expand infrastructure in one of the City's Industrial Parks that sustained damages in

the May 22nd Tornado. This will help bring the employment level back to the pre-tornado levels as well as provide important resources for the residents.

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II. PLANNING EFFORTS

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LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future tornado damage due to their lack of causation based on geographic location. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Joplin, however, does realize the need to use this opportunity provided by the May 22nd tornado to re-evaluate land uses that occur in other hazard prone areas such as flood plains. Joplin has taken steps in the form of educating the public, working with other public entities, and has even begun the processes for application of Hazard Mitigation Grant Program funds to purchase property and ensure a more suitable land use is achieved.

During the Citizens Advisory Recovery Team process, a large outcome of these public participation forums was the desire for trails and green-spaces. These forums became a great tool to educate the public with the ideas that placement of green-spaces and potential trails were ideal for floodplain areas. The placement of floodplains in Joplin has been utilized to co-locate parks in the past and the idea of extending the system along these areas was heavily promoted both by the citizens and to the citizens during this process. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances which meet the FEMA standards for this type of activity.

COORDINATED PLANNING

Joplin had the advantage of being offered assistance through FEMA's Emergency Support Function 14, Long Term Community Recovery. In Joplin, this process culminated in the form of the Citizens Advisory Recovery Team (CART). This was a volunteer advisory board composed of local leaders from all sectors of the community. The importance of the CART was that it was a citizen driven process that resulted in a list of recovery projects that was presented to the appropriate governmental/elected boards.

All of the projects that are included in this Action Plan are either taken directly from the CART Next Steps plan or are a derivation of projects suggested in that plan. These recommended projects were the result of numerous Town Hall meetings, public-comment booths at community events, a CART website using virtual town-hall technology, and the numerous sub-committee meetings of citizen volunteers with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, and Infrastructure and Environment.

The CART Next Steps plan has been and is continuously being implemented through many different avenues. One of the most important local and regional planning efforts that built on the success of the CART plan is Joplin's Comprehensive Plan. The City of Joplin was due for a Comprehensive Plan update shortly after the May 22nd tornado and used the CART process as a springboard to ensure that its new comprehensive plan effectively used the opportunities presented by the tragedy as well as respecting the efforts of the citizens that were put forth in the CART plan.

City staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, are completely complimentary and

coordinated. The projects presented in this Action Plan were born in the CART process and further refined in the Comprehensive Planning process. This process included more citizen participation with general public meetings, sessions with the Planning & Zoning Commission, and sessions with the Joplin City Council.

The City updated its Comprehensive Plan in 2012 which took into consideration the CART recommendations as well as many other post-recovery efforts. The 2012 Comprehensive Plan will be used to guide development in the City for future years and there is a strong coordination between these CDBG-DR Action Plan and that Comprehensive Plan. The City is also an active member of the Joplin Area Transportation Study Organization, the MPO for the region, and coordination with this group has also been consistent.

LEVERAGING OF FUNDS

The City has made an effort to design the activities included in this plan to maximize the benefit that will be realized by Low-Moderate Income individuals. In doing this, the City identified projects that had recovery needs outside of LMI areas and has assigned other fund sources to as much of these areas as possible. The following table is a summary of local/state/other funds that will be leveraged to complete the overall recovery in these activities. The amounts shown for CDBG-DR funding represent the total amount anticipated for each activity including future rounds of construction that will appear in future partial Action Plans.

Program	Anticipated Total CDBG-DR Funding	Anticipated Local/State/Other Funding
Sidewalk Reconstruction	$11,400,000	$ 9,600,000
Sanitary Sewer	$12,000,000	$ 0
Storm Sewer	$17,500,000	$ 0
Curb & Gutter	$ 7,700,000	$ 7,000,000
Mental Health	$ 500,000	$ 124, 770
TOTAL	**$ 49,100,000**	**$ 16,724,770**

USE OF QUALITY CONSTRUCTION METHODS & GREEN BUILDING

The City of Joplin currently operates under the International Building Code (IBC) of 2006 and is in the process of evaluating the update for IBC 2012. It is the normal practice of the City to update its standards every 6 years. In addition to evaluating the update for IBC 2012, the City of Joplin made a few additions to its effective code as a result of the May 22nd Tornado. These measures include the mandatory use of "Hurricane Straps" used to make a stronger connection between all elements of the residential building from the foundation to the roof. The second addition was the mandatory filling of cells in the concrete block foundations at a higher frequency than previously allowed under the City's code.

The City's Plan does not include the construction or rehabilitation of residential buildings and the City does not anticipate adding these activities in the future. According to the current Needs Assessment, this has been addressed in the City's previous award. Because disaster recovery is an every-changing process, however, the City will ensure to include criteria and requirements for Green Building Standards and HUDS CPD Green Building Retrofit Checklist in any future residential activity according to the applicable CPD notices.

PUBLIC HOUSING, HUD-ASSSISTED HOUSING & HOUSING FOR THE HOMELESS

The City's Housing Task Force and Housing & Neighborhood Sector of the CART process have been the main conduits through which the City has tracked the progress of Public and HUD-Assisted Housing. HUD and Joplin Housing Authority representatives have both been involved in these groups throughout the recovery and have provided constant information regarding the recovery of these resources.

According to the most recent data provided by these agencies, rehabilitation and replacement of all damages/destroyed facilities in this category have either occurred or are near completion of construction. Although this successful recovery has occurred, the Joplin Housing Authority has provided input that there is a need for assistance in the Housing Choice Voucher program. There is currently a lack of funding for vouchers that are needed in the community. Because the current year's allocation was based on the demand during the period of time directly following the tornado, the funding is lower than pre-tornado levels. The City is currently working with the Joplin Housing Authority to develop a program that is acceptable to HUD's Community Planning & Development office as well as its Public and Indian Housing office. This funding will be addressed in the previous round of funding rather than this Action Plan.

The City is unaware of any McKinney-Vento funded shelters that have an outstanding need for recovery assistance. The appropriate amount of funding for all known outstanding needs has been included in the City's previous $45 Million allocation.

ADEQUATE (& DISASTER RESISTANT) HOUSING FOR ALL INCOMES

As previously mentioned, the City's housing assessment indicates that the funding allocated in the City's first award of $45 Million is adequate to address the housing needs of all Income levels. The City has successfully completed its Temporary Housing mission with FEMA which

includes working through case management with all families to ensure that permanent resources were identified.

The City did amend its previous plan to extend Temporary Housing through a non-profit agency to a limited number of households. Through allocating funds to low-income rental housing, the City is adequately addressing the need identified by its Housing Study as well as its consultation with the Joplin Housing Authority. With the investment in affordable rental units, the aim is to provide assistance to those at the lowest end of the income scale to provide housing opportunity. For those individuals that do not have income sources that allow them to find housing and are homeless, the City of Joplin has and will continue to participate in the local Continuum of Care process. The City of Joplin provides annual funds to allow the management of a Homeless Management Information System (HMIS). This system will help indicate if more resources are needed for the homeless population in the community.

The Housing Activities in the previous Action Plan will promote affordable housing dispersed throughout the community which will include areas that are low poverty and non-minority areas. The tornado area did have a high poverty concentration and thus it will be natural that housing activities will need to be placed in these areas. However, in an effort to disperse concentrations some of the proposed Multi-family activities will also allow for and promote the development of mixed-income developments.

The City of Joplin has made attempts through a local Housing Task Force as well as the CART's Housing and Neighborhood Sector to constantly evaluate the housing needs of the community. This includes the Special Needs population that can require more resources and attention when recovering from a disaster. These committees have included local agencies and will continue to gain input from agencies such as The Independent Living Center and Community Support Services.

PLANS TO MINIMIZE DISPLACEMENT

The City will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 FRF 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

III. PROGRAMATIC PROCEDURES

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PROGRAM INCOME

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. Program Income is not expected from any of the activities listed in this plan.

MONITORING STANDARDS AND PROCEDURES

Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA; other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received on a provided certification form. This form will list FEMA, SBA, Insurance, and an "Other" category to ensure that all possible duplications are fully disclosed by the applicant.

Based on a comparison of the amount of assistance previously received and the amount of assistance requested by the applicant, the City and/or its subrecipients will determine the unmet needs before awarding assistance. The personnel responsible for this task will be the agency that is processing the applications. A statement is included in the Duplication of Benefits verifications that the applicant agrees to repay any assistance that is found to be duplicative.

Continual Quality Assurance

All recipients of CDBG-DR funding will be subject to monitoring conducted by both the City of Joplin Staff and any administering agents hired by the City of Joplin. The City of Joplin plans to hire a consulting firm with extensive experience in administering CDBG-DR funds which will include a proven monitoring process bases on all applicable regulations. In the case that monitoring is needed before an external firm can be hired, the internal audit function outlined below will be applicable to any and all programs included in this Action Plan as deemed necessary by City of Joplin staff.

Internal Audit Function w/ responsible Audit staff

The City's Finance Department does not contain an Internal Auditor. However, the CDBG Program staff will be in contact with subrecipients of the program, according to the terms of their Subrecipient Agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits and/or at-desk monitoring of files will be conducted according to the nature and

scope of the project. These monitoring events will address Exhibits 3-1 through 3-22 of the CPD Grantee Monitoring Handbook as applicable. Topics will include Eligibility, National Objective, Rehabilitation, Economic Development, Overall Management, Financial Management, Cost Allowability, Procurement, and review of Equipment Management. Not all topics will be monitored every year, but rather, these topics will be addressed according to the risk assessed by staff. Random monitoring will occur at a minimal of an annual basis based on risk of the current activities. Forms to verify LMI participation and/or benefit are collected based on the scope of each project.

SCHEDULE OF EVENTS – The usual schedule of events for CDBG monitoring visits will be as follows:

1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the subrecipient.
2. The on-site monitoring visit is conducted, and consists of the following:
   a. Conference
   b. Documentation, data gathering and analysis

A letter is sent to the subrecipient regarding the monitoring visit. The letter includes information about any problems discovered or discussed during the monitoring visit, as well as information that recognize the successes of the subrecipient. If the CDBG Program staff deems necessary, requests may be made of the subrecipient to ensure compliance with all applicable rules and regulations of the program.

PROCEDURES TO DETECT FRAUD, WASTE, AND ABUSE OF FUNDS

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Subrecipients who have received $500,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

Efforts to mitigate fraud, abuse, and mismanagement include regular monitoring of activities, as described below. The City of Joplin, or other entity as assigned by the City of Joplin, will review expenditures, while independent auditors will audit activities for program and financial compliance. The City of Joplin reserves the right to take appropriate action in instances of non-compliance, fraud, and mismanagement including, but not limited to, disallowing ineligible costs, terminating contracts/agreements, and requiring repayment of funds.

As required under the Notice, the City of Joplin, or its assigned agent, will submit quarterly reports to HUD through the Disaster Recovery Grant Reporting (DRGR) system no later than 30 days following each calendar quarter.

INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The vast majority of Administration funds available under the CDBG-DR program will be made

available to the firm that is hired to administer the entire CDBG-DR program for the City of Joplin. This organization that is chosen to administer grants will be encouraged to use funds to attend trainings that will increase the efficiency with which projects are completed.

The City has reserved funding in the Administration funds for local costs. These funds have been used to create an additional CDBG Manager position to increase the local capacity and it is possible that this funding could be used to add staff if determined necessary in the future.

The City of Joplin has also received funds from the Economic Development Administration to hire a staff planner. The Disaster Planner (EDA position) will also be dedicated to providing assistance to recovery efforts which will include the projects that are funded by the CDBG-DR funds. This additional assistance to administering groups will increase the capacity of all groups involved.

SUBSTANTIAL AMMENDMENT

The following events will be considered substantial amendments to the Action Plan for Disaster Recovery:

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would either:
    a) Increase/Decrease funding by $100,000 for a single activity; or
    b) Increase/Decrease the physical size of a project by 10% or greater.

Substantial amendments must be approved by the Joplin City Council. For substantial amendments, Joplin will post the amendment on its web-page and receive comments for 7 days. Following the public notice period, proposed amendments will then be submitted to the HUD Kansas City Field Office for review. For minor amendments, the City of Joplin will simply notify the Kansas City Field Office and finalized minor amendments will be posted on the City's website.

IV. PROGRAM DESCRIPTIONS

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MENTAL HEALTH PROGRAMS

Program/Activity Details

Administering Entity:	Joplin School District
Budget:	$332,730.00 (CDBG) / $124,770.00 School District
Geographic Area:	Joplin School District (parts of Jasper/Newton County)
Applicant Eligibility:	Any individual in need of programs as determined by School District Staff
Start/End Dates:	November 2013 – June 2014
Performance Outcomes:	Approximately 1,000 Students assisted

Budget Details:

STAFF	Salary + Benefits for 11 Months	Joplin School 3 months Funded	CDBG Request – 8 Months
1 FTE Director:	$78,000.00	$21,270.00	$56,730.00
3 FTE Mental Health Counselors:	$203,500.00	$55,500.00	$148,000.00
4 FTE School/Family Liaisons (formerly Case Managers and Check & Connect):	$176,000.00	$48,000.00	$128,000.00
Total:	$457,500.00	$124,770.00	$332,730.00

Basis for Allocation

For two years Joplin Schools has been able to help meet the social and emotional needs by having ancillary professional staff to help students and families still suffering the effects of the tornado. After the tornado, we, the leaders of Joplin Schools, quickly came to understand the extent to which many students and staff had been traumatized. The lives of our children, their families, and the staff had been changed forever. Returning to the "daily business" of successfully educating children would require more extensive support and expertise than that in place in the pre-tornado school world. Based on the experience of others who had undergone similar disasters, national consultants and the research literature on overcoming trauma, we anticipated one half to a third of our students and staff might experience Post Traumatic Stress Disorder (PTSD) or symptoms of trauma-related anxiety, fear, confusion, and/or depression severe enough to require direct attention. As we investigated those similar situations, we also learned the psychological effect of trauma could become deep-rooted and reoccurring.

Currently Joplin Schools has 7,400 students and approximately 1,200 staff. Referrals from students, parents and staff have assisted us with the identification of distressed students, as have disciplinary referrals, attendance and grade data. In Academic Year 2011-2012 mental health professionals employed by Ozark Mental Health Center served over 2,200 children in our schools while referring many for individual professional counseling in the community. Many students were on long wait lists and needed the support of the school.

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This year over 1300 students were served by Project HOPE direct mental health interventions. We have successfully kept students in the regular classroom environment avoiding special education by supporting teachers with strategies to prevent educational disruptions. Families of students have been helped with avoiding homelessness from resource linkages in the community. Emergency assistance has been provided for vital psychological medication for students. Therapy groups have been formed to meet the needs of students to reduce anger and aggression, self-harm, and violent relationships. These groups have helped students to set a path of healthy relationships for their future. Our mental health professionals have collaborated with Mercy Hospital at their community dinners. We have connected with over 300 Joplin Schools' families during these dinners.

Additionally, Check and Connect - a dropout prevention program - was implemented by 5 case managers. They worked with over 100 secondary level students and their families to remediate barriers to school attendance and academic success.

Since these data and the conclusion of research reinforce the need for continued support, we anticipate needing 8 mental health professionals to meet the needs of at least 1,000 students we believe will need services.

CDBG Eligibility and National Objective
This Activity is eligible under 05O, Mental Health Services, and will utilize the National Objective of Low-Moderate Income Clientele. The Joplin School District will collect Income documentation from each family assisted through their programs to ensure that 51% of the families are considered Low-Moderate Income.

Long-term Recovery from Specific Disaster
Our future goal is to continue with professional mental health counseling, case management and dropout prevention strategies. Additionally we desire to develop strong social and emotional skills within the general curriculum so that all students will have resiliency strategies for use in their future. As the home environment sets the stage for school success, we desire to build stronger partnerships with parents, especially those who are experiencing social and emotional distress.

STORM-WATER IMPROVEMENTS (DESIGN ONLY)

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 2,381,400.00
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure
Start/End Dates:	October 2013 – October 2015
Performance Outcomes:	Design for a project to result in the completion of 34 separate Improvement/Facility Projects

Basis for Allocation

The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The city has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. These improvements also allow comprehensive GIS mapping of existing and added improvements. Modernized GIS maps reduce future operational costs as well as master planning development. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

CDBG Eligibility and National Objective

This Activity is eligible under 03I, Flood Drainage Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.


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SANITARY SEWER IMPROVEMENTS (DESIGN & CONSTRUCTION PHASE 1)

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 4,500,000.00
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure
Start/End Dates:	October 2013 – October 2015
Performance Outcomes:	Reconstruction of approximately 230,000 linear feet of sewer and 900 manhole structures

Basis for Allocation

As with storm sewers, the tornado and ensuing heavy equipment caused significant damage to the manhole and sanitary sewers across the tornado recovery area.

The city has an annual capital program that repairs and replaces sanitary sewers and the annual budget is $1.5 million, which is currently being used primarily to clean and TV the entire system as per DNR bypass elimination plan and for I&I reduction projects in portions of the Turkey Creek collection system that have the highest metals levels as a requirement of the operating permit for Turkey Creek WWTP. All EDR area sanitary sewers were videoed, measured, and rated from 1-5, 1 being best condition and 5 being the worst condition. We extrapolated those rankings and percentages across the entire tornado area. Using comparable bids from a neighboring town, cost was calculated at approximately $12 million for repairing the category 3 and above lines. Estimates and ranking scale, as well as the sewers in the tornado area, are included as a part of this work. The work involves cleaning and TV inspection of the remaining lines in the tornado area to determine exact project scope, similarly to what was done for the EDR portion of the project. The project also involves repairing all manholes in the tornado area, of which there are approximately 1700. The repair of the sewer lines is anticipated to be slip-lining the pipe with occasional replacement in areas that cannot be navigated by the slip lining process. The intention is to complete as many storm sanitary projects as possible prior to paving activity to minimize damage to new pavement.

CDBG Eligibility and National Objective

This Activity is eligible under 03J, Water and Sewer Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

This project will dramatically improve sanitary sewer service as well as significant reductions in Infiltration and Inflow (I/I). Having an upgraded and modernized sewer system reduces I/I and also extends the life of our treatment plants, as well as reduces the number of sewer backups into citizens' households after large rain events. The city will have a well mapped system with a ranking to identify future preventative maintenance needs. In combination with annual capital

funds in 2013, this funding will result in 30% I/I reduction of the city's sewers being newly repaired or replaced. In addition, the Department of Natural Resources has a storm water management program which requires modernization to reduce I/I. This upgrade to our system will position us in better compliance with state regulation and will ultimately reduce citizen user fees.

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CURB & GUTTER IMPROVEMENTS (DESIGN ONLY)

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 393,000.00
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure
Start/End Dates:	October 2013 – October 2015
Performance Outcomes:	Design for a project to result in the reconstruction of approximately 700,000 linear feet of curb and gutter

Basis for Allocation

Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved. The estimated cost for saw cutting, removal and replacement of curb is $20/linear foot.

CDBG Eligibility and National Objective

This Activity is eligible under 03K, Street Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

This project will dramatically improve aesthetics of streets and private property frontage while improving stormwater capture and management through neighborhoods and commercial areas. Improving the stormwater capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a significant cumulative effect and cost benefit.

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SIDEWALK & ADA RAMP CONSTRUCTION AND RECONSTRUCTION (DESIGN ONLY)

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 588,000.00
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A; Public Infrastructure
Start/End Dates:	October 2013 – October 2015
Performance Outcomes:	Design for a project to result in the reconstruction of approximately 800,000 linear feet of sidewalk

Basis for Allocation

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area. At $20/Lineal Foot this highlights $16,249,340 needed for sidewalks.

In addition, almost every ADA ramp surveyed is not in compliance and most intersections do not have ramps at all. There are 416 intersections in LMI areas, each with 4 corners providing 1,664 ADA ramps needed. At $2000/ramp gives us $3,328,000 needed for ADA ramps inside the LMI area.

This will maximize our CDBG usage in the tornado area for ADA. The other ramps outside the LMI areas will be done with the curb and gutter money from the state. A significant number of street curb and gutters were heavily damaged during debris removal process and will be replaced through this process as well.

CDBG Eligibility and National Objective

This Activity is eligible under 03L, Sidewalks, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

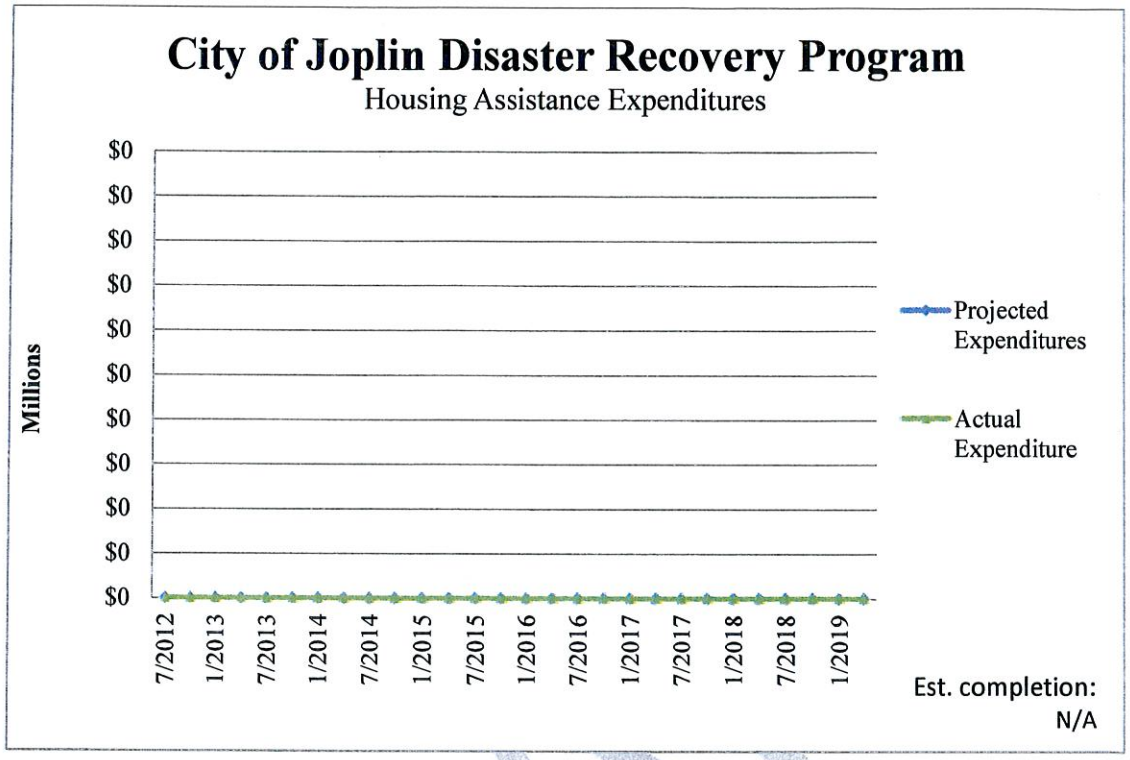
Long-term Recovery from Specific Disaster

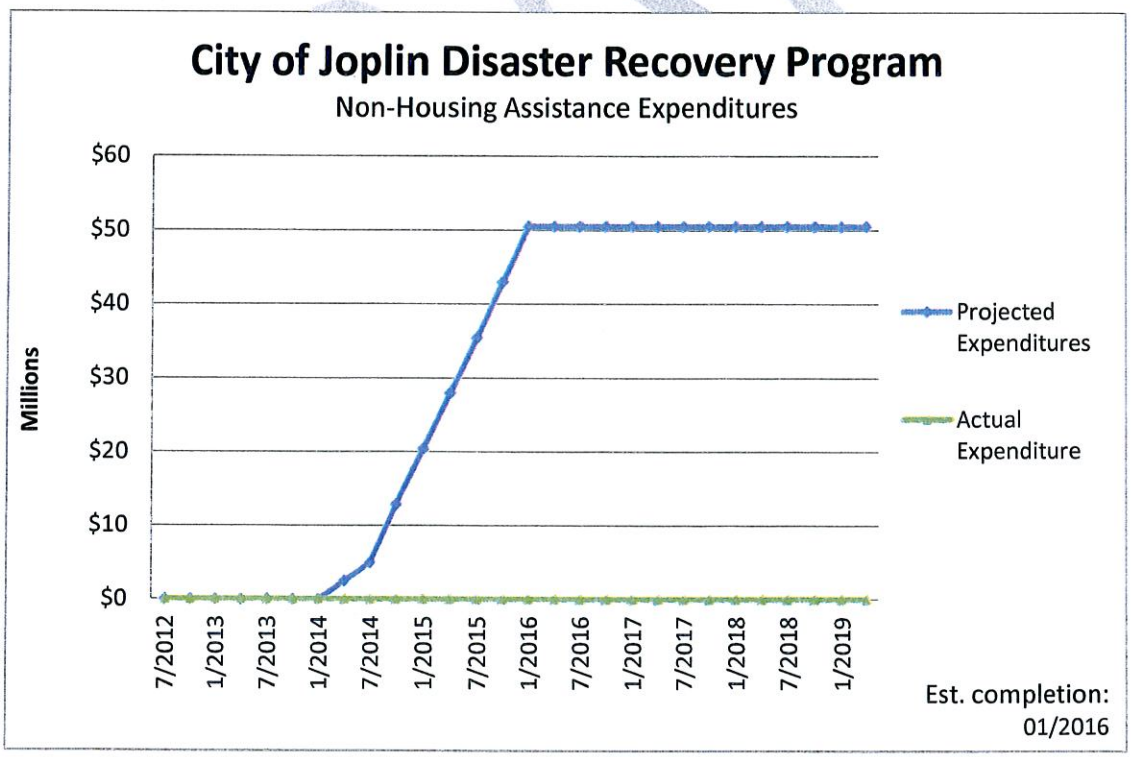
This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the newly adopted *Comprehensive Plan 2012*

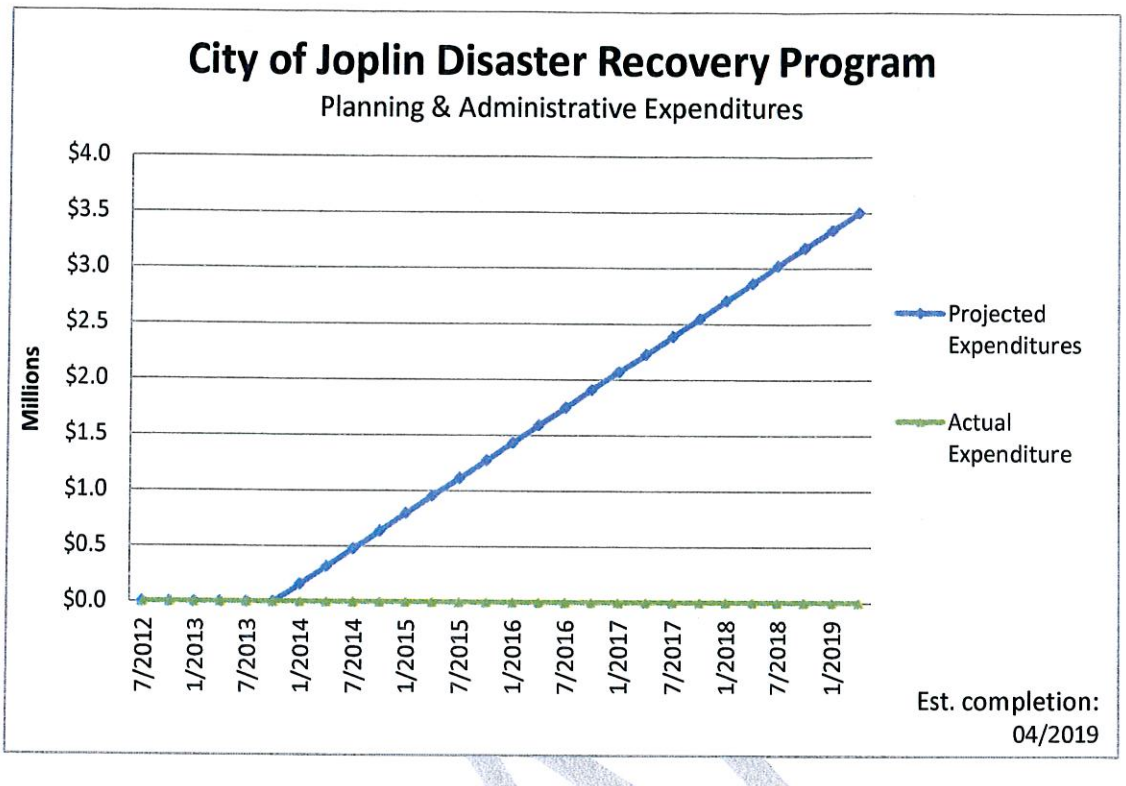
and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

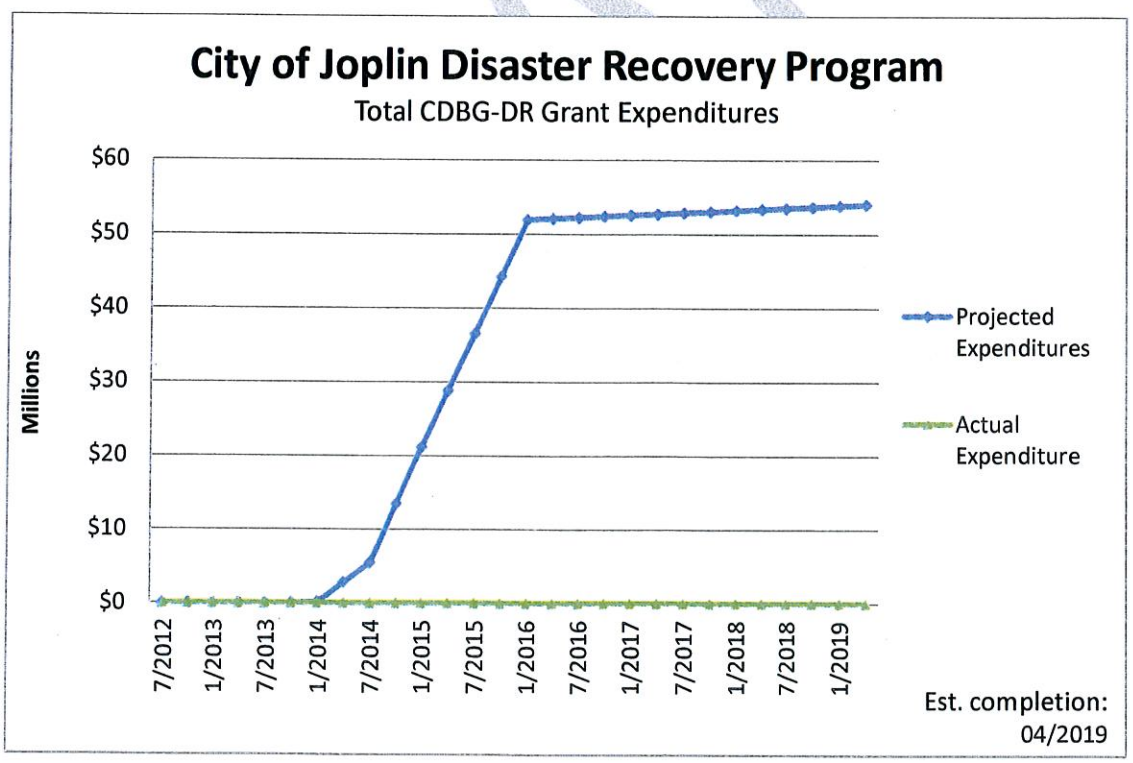
V. PERFORMANCE SCHEDULES

The following tables illustrate the approximate projected expenditures based on HUDs recommendations of Housing, Non-housing, and Administration categories. The City does not anticipate funding any Housing activities with this round of funding.

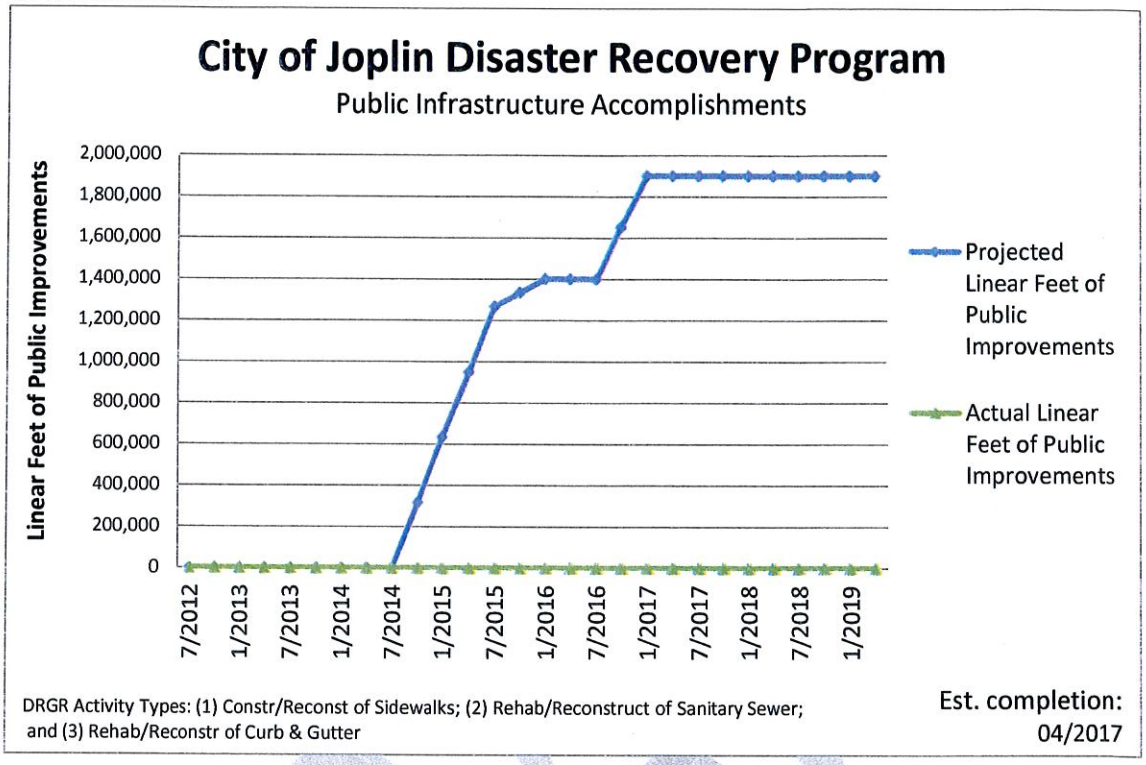

City of Joplin Disaster Recovery Program
Housing Assistance Expenditures
Millions
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Expenditures
Actual Expenditure
Est. completion: N/A

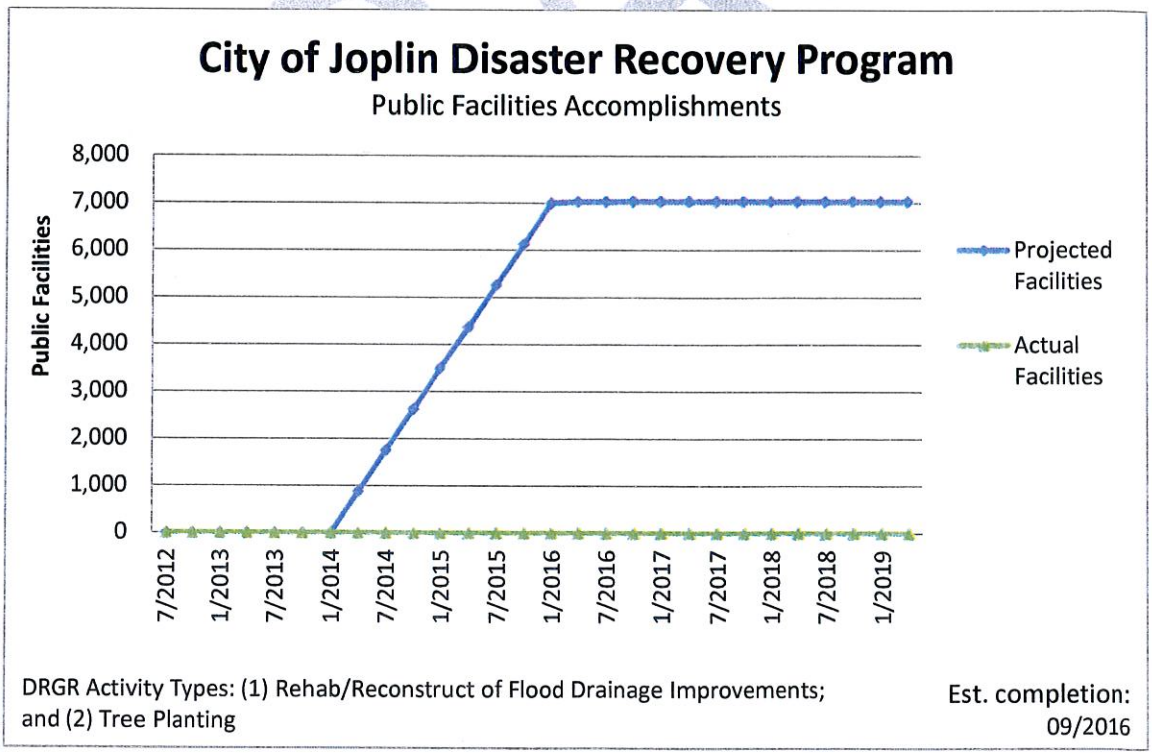

City of Joplin Disaster Recovery Program
Non-Housing Assistance Expenditures
Millions
$60
$50
$40
$30
$20
$10
$0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Expenditures
Actual Expenditure
Est. completion: 01/2016

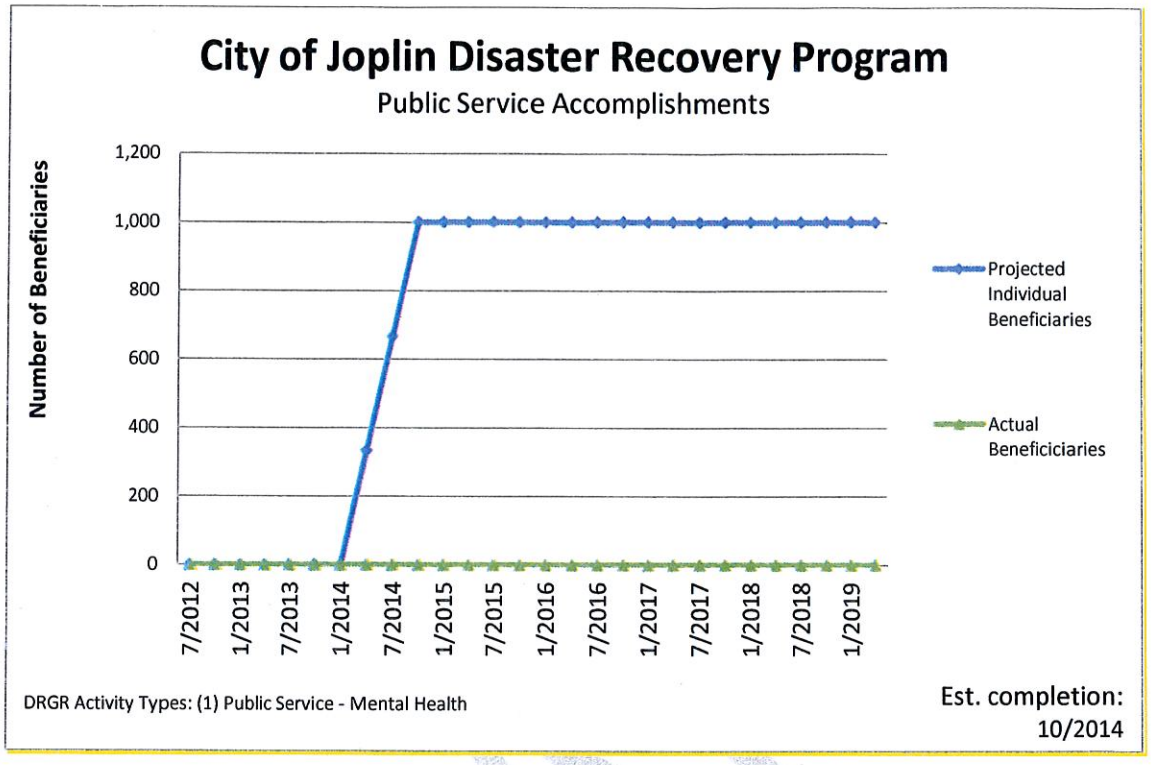

City of Joplin Disaster Recovery Program
Planning & Administrative Expenditures
Millions
$4.0
$3.5
$3.0
$2.5
$2.0
$1.5
$1.0
$0.5
$0.0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Expenditures
Actual Expenditure
Est. completion: 04/2019


City of Joplin Disaster Recovery Program
Total CDBG-DR Grant Expenditures
Millions
$60
$50
$40
$30
$20
$10
$0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Expenditures
Actual Expenditure
Est. completion: 04/2019

The outcome measures for each activity grouping are also found according to HUDs recommendations.






City of Joplin Disaster Recovery Program
Public Service Accomplishments
Number of Beneficiaries
1,200
1,000
800
600
400
200
0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Individual Beneficiaries
Actual Beneficiciaries
DRGR Activity Types: (1) Public Service - Mental Health
Est. completion: 10/2014

DRAFT

VI. BUDGET

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
Round II – Initial Budget

Infrastructure Activities	
Sidewalk Reconstruction/Construction (Design Only)	$ 588,000.00
Sanitary Sewer (Design & Construction Phase 1)	$ 4,500,000.00
Storm Sewer (Design Only)	$ 2,381,400.00
Curb & Gutter (Design Only)	$ 393,000.00
Sub Total	$ 7,862,400.00
Economic Development	
Sub Total	$ 0.00
Housing Activities	
Sub Total	$ 0.00
Public Service Activities	
Mental Health Needs (Joplin School District)	$ 332,730.00
Sub Total	$ 332,730.00
Program Administration Activities	
City of Joplin Administrative Costs	$ 101,951.30
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc	
Consultant Administrative Costs	$ 327,805.20
Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities. **(5% maximum = $431,244.32)**	
Program Planning Activities	
Planning Activities (15% max. = $6,790,006.35)	$ 0.00
Sub Total (20% maximum)	$ 429,756.50
TOTAL BUDGETED CDBG-DR AWARD (of $113,276,000.00)	$ 8,624,886.50

VII. PUBLIC COMMENT

The City of Joplin provided prominent posting on the City's official website beginning on August 9, 2013 indicating written comments would be accepted through August 19th at 5pm. The City also presented the activities and funding amounts for the entire $113 Million allocation to the Joplin City Council and to the general public on the Council Meeting on June 17, 2013. No written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

VIII. CERTIFICATIONS AND SF-424

The necessary SF-424 and Certifications required for these CDBG-DR funds are attached to this document and can be found in Appendix A.

DRAFT

Appendix A - CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the Disaster Recovery Action Plan, the jurisdiction certifies that:

A. **Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. In addition, the grantee certifies that agreements with subrecipients will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).

B. **Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

C. **Lobbying Certification** – The Grantee certifies that its compliance with restriction on lobbying required by 24 CFR party 87, together with disclosure forms, if required by part 87.

D. **State and Local Laws** – The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

E. **Consistency with Action Plan** – The grantee certifies that activities to be undertaken with funds under this notice are consistent with its Action Plan.

F. **Acquisition and Relocation** – The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

G. **Section 3** – The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), and implementing regulations at 24 CFR part 135.

H. **Public Participation** – The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

I. **Use of Funds** – The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in the aftermath of Hurricane Sandy, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*).

(2) With respect to activities expected to be assisted with CDBG disaster recovery funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate income families.

(3) The aggregate use of CDBG disaster recovery funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (A) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

J. Civil Rights -- The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.

K. Excessive Force -- The grantee certifies that it has adopted and is enforcing the following policies:
(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

L. Capacity -- Each unit of local government receiving a direct award under this Notice certifies that it (and any subrecipient or administering entity) has the capacity to carry out disaster recovery activities in a timely manner, or the State or unit of local government will develop a plan to increase capacity where such capacity is lacking.

M. Special Flood Hazard Area -- The grantee certifies that it will not use CDBG disaster recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

N. Lead-based Paint -- The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

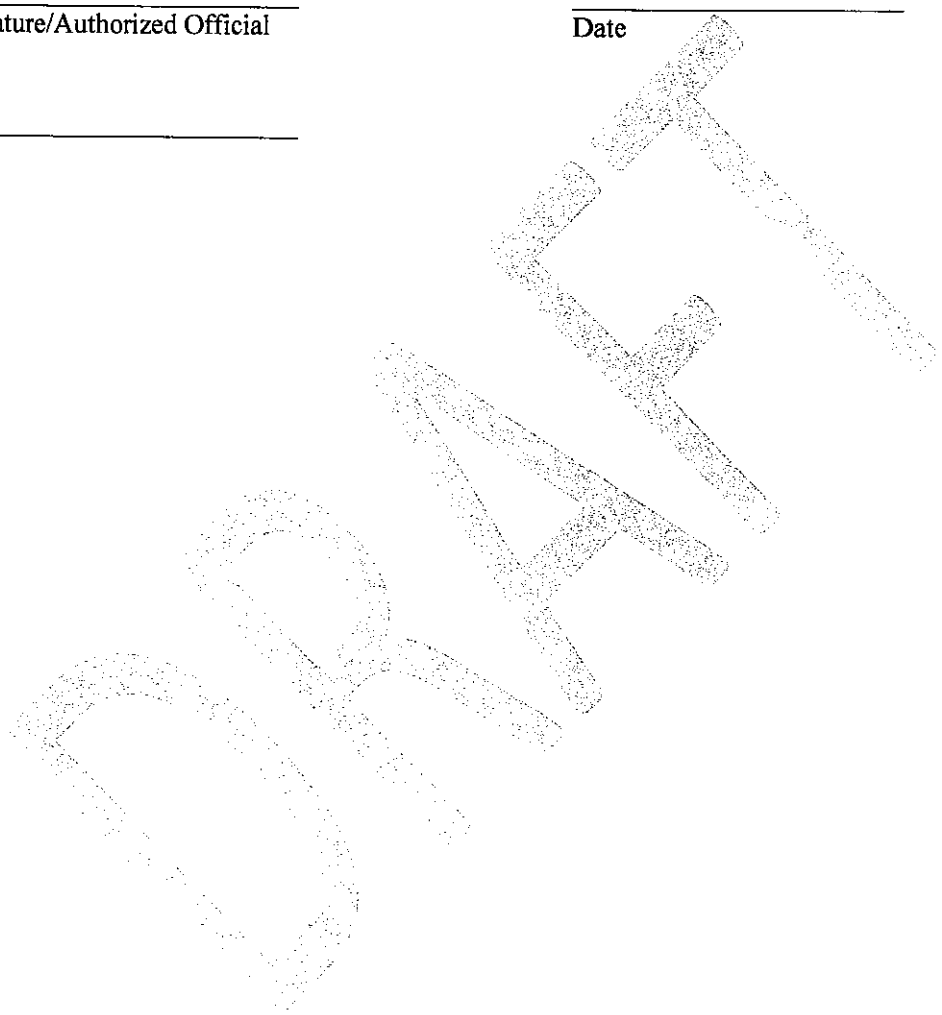
O. Applicable Laws -- The grantee certifies that it will comply with applicable laws.

P. Financial Controls – The grantee certifies that it has reviewed the requirements of this Notice and requirements of Public Law 113-2 applicable to funds allocated by this Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.

Signature/Authorized Official

Date

Title



Resolution No. 2013-025

A RESOLUTION creating a nine (9) member Charter Review Commission for the City of Joplin; and, defining the purposes, membership and duties thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That there is hereby created a Charter Review Commission for the City of Joplin which shall consist of nine (9) members appointed by the Mayor upon the advice and consent of the Council, hereinafter known as "Commission". The members shall be residents of the City of Joplin who are interested in the self-governance of the City and the continuation of the Charter form of government in the City. Membership shall first be offered to individuals who have previously served as Mayor of the City of Joplin.

Section 2. That there shall be chosen by the Mayo upon the advice and consent of the Council from among the number selected for Commission, one (1) person to act as Chairman.

Section 3. That the Charter Review Commission shall not review the entire Charter but shall limit its review to items and issues referred to it by the City Council. It shall specifically not be the charge of Commission to recommend any change in the form of government or to create a new Charter in its entirety.

Section 4. That Commission shall, prior to six (6) months from the date on which this Resolution is passed, prepare a report to the Council setting forth all recommended amendments to the existing Charter of the Council.

Section 5. That Commission shall periodically during said six (6) month period, report its progress to the Council.

Section 6. That the City Manager, or his designee, the City Clerk, or her designee, and the City Attorney, or his designee, shall assist the Commission in its activities and shall provide all necessary staff support.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

Resolution No. 2013-026

A RESOLUTION creating a Financial Oversight Committee to review projects and information related to City operations at the direction of the Council of the City of Joplin.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That there is hereby created for three (3) years beginning on the date last written below, a citizen committee herein named the Financial Oversight Committee to be composed of seven (7) individuals who are residents of the City of Joplin and are interested in the finances of the City. The purpose of the Committee is to review the financial impact of special projects on the long term finances of the City and they shall have no oversight into the day-to-day financial operations of the City.

Section 2. That the Financial Oversight Committee shall consist of seven (7) members, chosen by the Mayor and City Council. Each member shall serve without compensation. The term of each member shall be for three (3) years.

Section 3. That the Committee shall not have regular meetings and shall meet only upon the call of the City Council.

Section 4. That the City Manager shall designate appropriate City staff to serve as liaison to the Committee.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

EMERGENCY ORDINANCES

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: August 19, 2013

ITEM: Council Bill No. 2013-007; Agreement for providing training services by and between the City of Joplin Police Department and the Missouri Police Chiefs' Association.

ORIGINATING DEPARTMENT: Police Department

ATTACHMENTS: Council Bill 2013-007; copy of Agreement

DEPARTMENT HEAD:	Lane J. Roberts	**DATE:** 8-12-13
CITY MANAGER:	R. Mark Rohr	**DATE:** 8-12-13
FINANCE:	Leslie Haase	**DATE:** 8-12-13
LEGAL:	Brian W. Head	**DATE:** 8-12-13

INTRODUCTION:

The Joplin Police Department is requesting approval to enter into a service agreement with the Missouri Police Chiefs' Association to provide training certification.

DISCUSSION:

The Missouri Police Chiefs' Association shall provide training certification for courses provided by the Joplin Police Department to the law enforcement community.

RECOMMENDATION:

Staff recommends Council Bill be passed on an Emergency basis.

LJR:ts
attachments

Joplin Police Department

AGREEMENT FOR PROVIDING TRAINING SERVICES

THIS AGREEMENT is made on September 1, 2013, by and between the City of Joplin, on behalf of its City Police Department a recognized Missouri law enforcement agency, hereinafter referred to as "City" with it primary business 303 East 3rd Street, Joplin, Missouri 64801 and the Missouri Police Chiefs' Association a Missouri not-for-profit corporation (hereinafter, "Association") located at 1001 East High Street, Jefferson City, Missouri 65101.

WHEREAS, the Association is engaged in the providing of training services and other services to the law enforcement community supported by the generation of service and support to and from businesses, agencies, and other interested persons: and

WHEREAS, the Association and the City are desirous of entering into a training service agreement under the terms and conditions set forth herein.

NOW THEREFORE, in the consideration of the foregoing and of the mutual covenants and conditions contained hereinafter, the parties agree as follows:

1. SCOPE OF SERVICE.
   The Association shall provide approve provide training certification for courses presented by the City "Joplin Police Department" and maintain required continuing education documentation for the training provided under this agreement by City "Joplin Police Department".

   The City "Joplin Police Department" will provide to the Missouri Police Chiefs Association all required course objectives, instructor documentation, course titles, lesson plans, date and time of training, and attendance documents of those that seek training certification. All lesson plans provided to the Missouri Police Chiefs Association will not be released, except for examination by POST staff for auditing purposes.

2. TERM OF CONTRACT
   This contract shall be in force from December 1, 2013 to December 1, 2014.

3. COMPENSATION
   The Association shall provide certification of training provided by City "Joplin Police Department" for a fee of $5,500 to be paid on or before December 1, 2013.

4. SERVICE LIMITATIONS
   This agreement is limited to certifying in-service training performed by the City as Approved Provider training, maintaining continuing education records for six years from the date of the course, provide master forms for recording of training

data, providing certificates of completion, and provide report on City training status. The training services to be provided shall be agreed to by the parties.

5. NOTICE
City shall give prompt written notice to Association whenever City observes or otherwise becomes aware of any development that affects the scope or timing of Association's services, or any defect or nonconformance in the work of the Association.

6. ASSIGNMENT
The Association shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or notation), without prior written consent of the City thereto. Any such assignment is expressly subject to all rights and remedies of the City under this agreement including the right to change or delete activities from the contract or to terminate the same as provided herein and no such assignment shall require the City to give any notice of any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

7. CONFIDENTIALITY
Any reports, data or similar information given to or prepared or assembled by the Association under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Association without prior written approval of the City.

8. NONDISCRIMINATION
The Association agrees in the performance of the contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political affiliation, against any employee or consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. INDEPENDENT CONTRACTOR
The Association is an independent contractor and nothing herein shall constitute or designate the Association or any of its employees as agents or employees of the City.

12. BENEFITS NOT AVAILABLE
The Association shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workmen's Compensation Program of the City.

13. BOOKS AND RECORDS
The Association and all his subcontracts shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in connection with this Contract, and shall make such materials available at their

respective offices at all reasonable times during the Contract and for a period of three (3) years following completion of the Contract.

14. NOTICES

All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Joplin Police Department. The date and delivery of any notice shall be the date of the second full day after the day of its mailing.

15. LAW TO GOVERN

The laws of the state of Missouri as to both interpretation and performance shall govern this Contract.

16. NON-SOLICITATION

The Association warrants that he had not employed or retained any company or person, other than a bona fide employee working for the Association to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Association, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

17. CANCELLATION

This agreement shall be canceled and terminated upon the occurrence of any of the following events:

A. The expiration of the Term hereof, or any renewal term as provided herein: or

B. In the event the Association shall be in breach of the terms and provisions of this Agreement and if the Association shall not take affirmative action to correct said breach within thirty (30) days following receipt of written notice of such breach, then the City shall thereupon have the right to cancel and terminate this agreement. Upon the Association's receipt of written notice of cancellation from the City, which is to be sent by certified mail, the Association shall be given the opportunity of meeting with the City to discuss those matter connected with such cancellation: or

C. In the event the City shall be in breach of the terms and provisions of this Agreement and if the City shall not take affirmative action to correct said breach within thirty (30) days following the receipt of written notice of cancellation from the Association, which is to be sent by certified mail, the City shall be given the opportunity of a meeting with the Association to discuss those matters connected with such cancellation.

18. INDEMNITY

Each party agrees to indemnify and hold the other harmless, to the extent provide by law, from all damages, losses, expenses, including reasonable attorney fees, cost, and other fees incurred by reason of the other's breach of any of the terms and conditions hereof. The City agrees to indemnify and hold the Association harmless, to the extent provided by law, from all damages, losses, expenses, including reasonable attorney fees, costs, and other fees incurred by the reason of liability resulting from the actual training subject matters.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 19th day of August 2013.

CITY OF JOPLIN, MO	**MISSOURI POLICE CHIEF'S ASSOCIATION**
----------	**----------**
City Administrator / Date	**Executive Director / Date**
----------	**----------**
ATTEST:	**ATTEST:**

APPROVED AS TO FORM:

City Counselor

COUNCIL BILL NO. 2013-008 ORDINANCE NO.

AN ORDINANCE approving an Agreement for Shared Rental Costs of Fiber Optic Cable Connections by and between the City of Joplin, Missouri, a Municipal Corporation, and the Jasper County Emergency Services Board; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Agreement for Shared Rental Costs of Fiber Optic Cable Connections Between Public Safety Answering Points by and between the City of Joplin, Missouri, and the Jasper County Emergency Services Board, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is, hereby approved.

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

Section 3. That this Ordinance dealing with public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: August 19, 2013

ITEM: Council Bill No. 2013-008; Approval of Shared Rental Costs for a Fiber Optic Cable Connection between the City of Joplin Missouri and the Jasper County 911 Emergency Services Board

ORIGINATING DEPARTMENT: Police Department

ATTACHMENTS: Council Bill 2013-008; copy of Agreement

DEPARTMENT HEAD:	Lane J. Roberts	**DATE:** 8-12-13
CITY MANAGER:	R. Mark Rohr	**DATE:** 8-12-13
FINANCE:	Leslie Haase	**DATE:** 8-12-13
LEGAL:	Brian W. Head	**DATE:** 8-12-13

INTRODUCTION:

This Council Bill approves a shared rental cost between the City of Joplin Missouri and the Jasper County 911 Emergency Services Board for connection of a fiber optic cable between Public Safety Answering Points to achieve consolidation of their 911 emergency dispatch services.

DISCUSSION:

Consolidation of a high grade fiber optic connection between the City's PSAP and Board's PSAP is a cornerstone requirement for dispatch consolidation. This connection will provide CAD to CAD interoperability between centers.

RECOMMENDATION:

Staff recommends Council Bill be passed on an Emergency basis.

LJR:ts
attachments

JOINT POWERS ACT AGREEEMENT FOR SHARED RENTAL COSTS FOR FIBER OPTIC CABLE CONECTIONS BETWEEN PUBLIC SAFETY ANSWERING POINTS OPERATED BY THE CITY OF JOPLIN MISSOURI AND THE JASPER COUNTY 911 EMERGENCY SERVICES BOARD (Draft submitted 07-19-13)

I. PARTIES

The Parties to this Agreement are the City of Joplin, a Home Rule Charter City whose offices are located at 602 South Main, Joplin Missouri 64801 and herein after referred to as the "City" and the Jasper County Emergency Services Board, located at 13870 Dispatch Lane Carthage Missouri 64836 and hereinafter referred to as the "Board".

II. RECITALS

Whereas, the both the City and the Board operate 911 Public Answering Points (PSAPS); and

Whereas, the City and Board are exploring potential consolidation of their emergency 911 dispatch services, and

Whereas, even sans consolidation a high grade fiber optic connection between the City's PSAP and the Board's PSAP will have considerable advantages and benefits for both the City and the Board for back up capabilities and mutual assistance, and

Whereas, a fiber optic cable of minimum 100 megabyte capability will be required to properly connect the two PSAPS, and

Whereas, the American Telephone and Telegraph Corporation (AT&T) has the engineering and technical expertise to make this high grade fiber optic connection between the City's and the Board's PSAPS, and

Whereas, it is contemplated that the Board will be entering into a lease arrangement with AT&T for a High Grade Fiber optic cable connection between the Party's two PSAPS;

Wherefore, the Parties have entered into this Shared Rental Costs Agreement in order to achieve the mutual benefits of the high grade fiber optic connection between the City's and Board's PSAPS.

III. CONSIDERTION, INVOICING AND PAYMENT PROCEDURES

A. The Board to Execute Lease with AT&T: The Board shall enter into a Lease Agreement with AT & T to install and maintain the requisite fiber optic cable connection between the City's and the Board's PSAPS.

B. Term of Board's Lease with AT&T to be 36 Months: The Board's Lease with AT&T shall have a term of thirty-six months from the date of the Lease's last execution, though payments shall be contingent upon annual appropriations by the Board so as to raise no issues under Article VI s 26a of the Missouri Constitution.

C. Current Projected Monthly Lease Rental Amount is $2,000: The current projected total monthly rental amount is $2,000.00 per month.

D. Board to Monthly Invoice the City for 50% of the Monthly Lease Rental Amount: Upon receipt by the City of a monthly Invoice from the Board, the City shall promptly, but no later than ten business days after receipt of said Invoice, reimburse the Board 50% of the Monthly Lease Rental Amount that is due AT&T under the Board's Fiber Optic Lease with AT&T.

E. If the Monthly Lease Rental Amount Should Vary, City's Contribution to Remain 50%; Formal Amendments to React to such Adjustments in Rent Not Required; Adjustment s Automatic: During the Term of the Master Fiber Optic Cable Lease with AT&T, the Parties understand that the Monthly Lease Amount may vary from time (either up or down) due to such unforeseen factors as technological upgrades or economies of scale. In such instances, the City's contribution to the Monthly Lease Rental amount shall be automatically adjusted to remain 50% of the actual Monthly Lease Amount to reflect such variations or changes to the original Monthly Lease Amount ($2,000.00). These automatic adjustments shall be reflected in the Monthly Invoices that the Board submits to the City. Therefore these automatic adjustments to the amount due from the City to the Board shall require neither formal amendments to this Agreeement nor any other further formal actions by either Party. (For all other Amendments see "Article V Amendments" below)

IV. EFFECTIVE DATE TERM, TERMINATION PROCEDURES, DEFAULT AND RESERVATION OF REMEDIES

A. Effective Date to be Upon Adoption by City as an Ordinance: Since there is a line of case law that says that municipalities can act only through ordinances, the date of adoption of this Agreement as a municipal ordinance by the City shall be the effective date of this Agreement.

B. Term and Payments Contingent upon Annual Appropriations: The Term of this Agreement shall be 36 months from the date of Formal Adoption by the City and shall run coterminously with the Master Fiber Optic Lease between the Board and AT&T. All payments by either Party shall be contingent upon annual appropriations so that there shall be no issues of multi-year indebtedness without a vote of the people under Article VI s 26a of the Missouri Constitution.

C. Notice of Termination Procedures: This Agreement may be terminated with or without cause by an authorized official of a Party by giving ninety (90) days advance written notice sent by certified mail to the official address of the other Party, and upon termination, the terminating agency shall have no further responsibility or liability under this Agreement after the termination date.

D. Default by Board; Effect of Failure to Maintain Master Lease; Acts of God or Nature Excepted: Except for an Act of God or nature or "force majure" such as lightning, storms, freezing, earthquakes or terrorism or sabotage, or other significant damage to the Fiber Optic Cable not caused by either Party, or illegality of enforcement of the Master Fiber Optic Lease, any other failure otherwise by the Board to maintain the Master Fiber Optic Lease with AT&T in good order shall be either a default or material breach of this Agreement The City reserves all of its legal and equitable remedies to enforce this Agreement including reasonable attorney fees if the City is the prevailing Party if any litigation related to this Agreement.

E. Default by the City, Effect of Failure to Honor Invoices: If the City should happen to go in arrears and not honor for two or more consecutive months the City's share of the rent that the Board owes AT&T under the Master Fiber Optic Cable Lease (which is the 50% of the actual Monthly Lease Amount (See" III Consideration subparagraph D, 50% of Monthly Lease Rental Amount supra"), then after due Notice to the City the Board may declare the City in default and demand acceleration of payments of 50% all rents that are due or that will become due under the Master Lease as a liquidated damage. The Board reserves all of its legal and equitable remedies to enforce this Agreement including reasonable attorney fees if the Board is the prevailing Party if any litigation related to this Agreement.

V. INCORPORATION OF THE MASTER FIBER OPTIC LEASE BY REFERENCE AND AMENDMENT PROCEDURES

The Master Fiber Optic Lease between the Board and AT&T is hereby incorporated into this Agreement by reference as if fully set out herein. In all other respects the Parties intend that this Agreement be the sole Agreement between the Parties and that no other documents or understandings are to be hereby in any way incorporated by reference unless the Agreement is properly amended as provided herein. Except for the automatic adjustments in the Monthly Lease Rental Amount (See "III Consideration E, Automatic Adjustments in the 50% Reimbursement Amount, supra), this Agreement otherwise may be amended only in writing, executed by authorized persons for each Party, and only after adoption of said amendments by requisite Resolution (the Board) or Ordinance (the City) of the governing Board or Council for each Party respectively.

VI. WARRANTY OF AUTHORITY AND COMPLIANCE WITH REQUISITE PROCEDURES

Each Party, the City as a Home Rule Charter City, and the Board under its contractual authority in 190.339.4 RSMo, hereby warrant to the other Party that this Agreement is within its respective corporate authority, that all legal procedural prerequisites and formalities have been followed to create a valid and binding contract, that this Agreement meets the formalities of 432.070 RSMo including adequate and valuable consideration, and further that this Agreement meets the requirements of the Joint Powers Acts (see 70.210 RSMo et seq.) and Article VI s 16 of the Missouri Constitution.

VII. EXECUTION

FOR THE CITY OF JOPLIN:

Date of Adoption as an Ordinance

Ordinance Number

Authorized Signature

Date

Witness

FOR THE JASPER COUNTY EMERGENCY SERVICES BOARD:

Jerry M. Neil Chairman

Authorized Signature

7-22-13

Date

Witness

COUNCIL BILL NO. 2013-007 ORDINANCE NO.

AN ORDINANCE approving an Agreement for Training Services by and between the City of Joplin, Missouri, a Municipal Corporation, and the Missouri Police Chiefs' Association; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Agreement for Training Services by and between the City of Joplin, Missouri, a Municipal Corporation, and the Missouri Police Chiefs' Association, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is, hereby approved.

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

Section 3. That this Ordinance dealing with public health and safety is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 19, 2013

ITEM: Council Bill No. 2013-009 authorizing the execution of an Amendment to the Joplin Recovery Tax Increment Financing Redevelopment Agreement by and between the City of Joplin and the Joplin Redevelopment Corporation, Inc., authorizing the City Manager to execute said Amendment by and on behalf of the City of Joplin; and containing an emergency clause.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2013-009; Amendment to Redevelopment Agreement

DEPARTMENT HEAD:	Brian W. Head	Date: 8-12-13
FINANCE DEPARTMENT:	Leslie J. Haase	Date: 8-13-13
CITY MANAGER:	R. Mark Rohr	Date: 8-12-13

INTRODUCTION:

This Council Bill approves an Agreement Amendment between the City of Joplin and the Joplin Redevelopment Corporation (JRC) related to the Tax Increment Finance District approved by the Council in May, 2013.

DISCUSSION:

The attached Council Bill approves an agreement amendment to the redevelopment agreement between the City of Joplin and the Joplin Redevelopment Corporation (JRC) related to the Tax Increment Finance District approved by the Council on December 28, 2012.

This Amendment includes certain items that are required in order to allow for the filing of an application for tax credits under the Distressed Areas Land Assemblage (DALA). Under this program the JRC would qualify for approximately $5,000,000.00 in tax credits that could be sold for between $.88 and $.92 per dollars.

RECOMMENDATION:

Staff recommends this Council Bill be passed on an emergency basis.

BWH:ab
attachments

COUNCIL BILL NO. 2013-009 **ORDINANCE NO.**

AN ORDINANCE authorizing the execution of an Amendment to the Joplin Recovery Tax Increment Financing Redevelopment Agreement by and between the City of Joplin and the Joplin Redevelopment Corporation, authorizing the City Manager to execute said Amendment by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the Amendment to the Joplin Recovery Tax Increment Financing Redevelopment Agreement by and between the City of Joplin and the Joplin Redevelopment Corporation, a true and accurate copy of the same being attached hereto, be, and the same is, hereby approved.

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

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with public improvements, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a vote of _____.

By: _____
Melodee Colbert-Kean, Mayor

ATTEST:

By: _____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

By: _____
Brian W. Head, City Attorney

FIRST AMENDMENT TO JOPLIN RECOVERY TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO JOPLIN RECOVERY TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT (the **"First Amendment"**) is made and entered into as of the ____ day of August, 2013, by and between the **CITY OF JOPLIN, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "**City**"), and the **JOPLIN REDEVELOPMENT CORPORATION, INC.**, an urban redevelopment corporation organized pursuant to Chapter 353 of the Revised Statues of Missouri (the "**Corporation**" or "**Developer**") (collectively the "Parties" and individually as a "Party" as the context so requires).

RECITALS:

A. The Parties have entered into that certain Joplin Recovery Tax Increment Financing Redevelopment Agreement dated as of May 29, 2013 (the "**Redevelopment Agreement**") pursuant to which the Developer will provide development services associated with implementing the Joplin Recovery Tax Increment Financing Redevelopment Plan (the "**Redevelopment Plan**") for the redevelopment of the redevelopment area described therein (the "**Redevelopment Area**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Redevelopment Agreement.

B. To fulfill its obligations under the Redevelopment Agreement, the Developer has undertaken a program of land acquisitions within the Redevelopment Area. Certain of the land acquisitions completed or contemplated by the Developer may entitle the Developer to an award of Missouri tax credits under the Distressed Areas Land Assemblage Tax Credit Act, Section 99.1205 of the Revised Statutes of Missouri, as amended (the "**DALA Act**"), provided that certain requirements set forth in the DALA Act are satisfied (such tax credits hereinafter referred to as the "**DALA Tax Credits**").

C. The Developer has identified an "Eligible Project Area" (as defined in the DALA Act) within the Redevelopment Area (the "**DALA Project Area**"). A map of the DALA Project Area is attached hereto as **Exhibit A**. To qualify for the DALA Tax Credits, the Developer must acquire fifty (50) acres of "Eligible Parcels" (as defined in the DALA Act) within the DALA Project Area and must file an application with Missouri's Department of Economic Development ("**DED**") for DED's approval prior to August 28, 2013.

D. In addition to completing the land acquisitions described above, in order to present a qualifying application to DED and to satisfy the requirements set forth in the DALA Act, certain amendments are required to be made to the Redevelopment Agreement.

NOW, THEREFORE, the City and the Developer agree that the Redevelopment Agreement is amended as follows:

1. The following definitions are hereby added to Section 1.1 of the Redevelopment Agreement:

"DALA Act" means the Distressed Areas Land Assemblage Tax Credit Act, Section 99.1205 of the Revised Statutes of Missouri, as amended.

"DALA Project Area" means the "Eligible Project Area" (as defined in the DALA Act) within the Redevelopment Area that is described in the Developer's application under the DALA Act.

"**DALA Tax Credits**" means any Missouri tax credits that may be awarded to the Developer under the DALA Act.

2. The following Section 3.1(f) is hereby added to the Redevelopment Agreement:

"(f) The City has considered the amount of the DALA Tax Credits expected to be requested by the Developer in adopting legislation (i) providing for the provision of economic incentives to the Developer, and (ii) allocating any economic incentives to the Site Developer as contemplated under Section 2.2 of this Agreement."

3. The following Section 8.16 is hereby added to the Redevelopment Agreement:

"**8.16 Proceeds of DALA Tax Credits**. Any funds generated through the use or sale of the DALA Tax Credits shall be used to redevelop the DALA Project Area as provided in the Distressed Areas Land Assemblage Tax Credit Act, Section 99.1205 of the Revised Statues of Missouri, as amended."

4. The following Section 8.17 is hereby added to the Redevelopment Agreement

"8.17 Applicability of Chapter 290. To the extent the same applies to any part of the Redevelopment Project being developed within the DALA Project Area, the Developer shall be subject to the provisions of Chapter 290 of the Revised Statutes of Missouri relating to wages, hours and dismissal rights."

5. Attached hereto as Exhibit B is a timeline for the redevelopment of the DALA Project Area.

6. Except as specifically amended by this First Amendment, the Redevelopment Agreement shall continue in full force and effect. In the event of any conflict between the provisions of the Redevelopment Agreement and the provisions of this First Amendment, the provisions of this First Amendment shall prevail.

7. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective officers or officials.

CITY OF JOPLIN, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

JOPLIN REDEVELOPMENT CORPORATION, INC.

[SEAL]

By: _____
Name: _____
Title: _____

ATTEST:

_____
Name: _____
Title: _____

EXHIBIT A

DALA Project Area

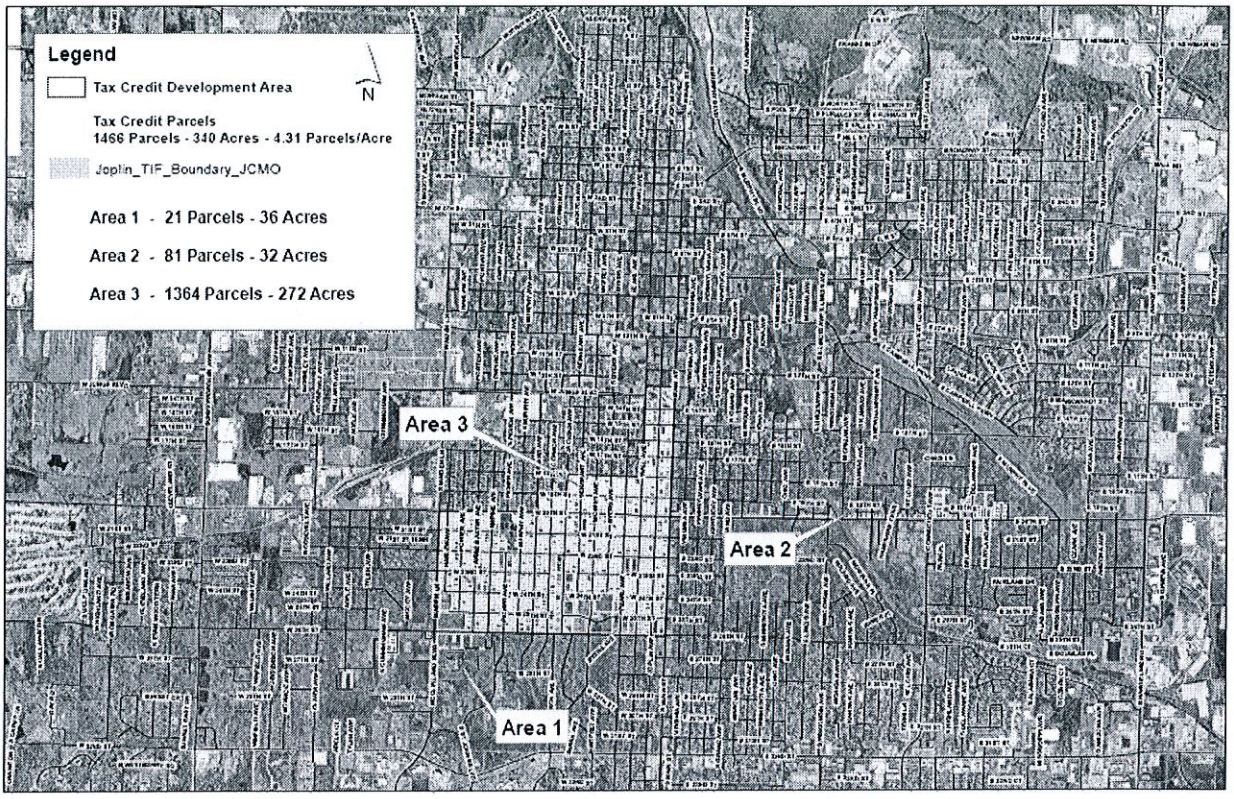


EXHIBIT B

Timeline for Redevelopment of DALA Project Area

Although additional Redevelopment Project components may be constructed within the DALA Project Area, the most significant anticipated Redevelopment Project components to be developed in the DALA Project Area include: (a) the Seniors/Transitional Housing development at the corner of 26th Street and McClelland Boulevard; (b) the Loft over Retail development at the corner of 20th Street and Connecticut Avenue; and (c) the Library/Theater project also located at the corner of 20th Street and Connecticut. The parties anticipate that the Developer shall commence or cause the commencement of these components of the Redevelopment Project and shall complete the construction of these Redevelopment Project components, in accordance with this Agreement and the individual Site Development Agreements to be executed with the Site Developer. As of the date of this First Amendment, the parties anticipate that such commencement and completion dates will be as follows, all of which dates are subject to confirmation by the parties in the final Site Development Agreements:

REDEVELOPMENT PROJECT	**ESTIMATED COMMENCEMENT DATE OF SITE WORK**	**ESTIMATED COMPLETION DATE OF REDEVELOPMENT PROJECT**
Seniors/Transitional Housing	April 2014	May 2015
Loft over Retail	April 2014	April 2016
Library/Theater	Spring 2014	Fall 2016

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 19, 2013.

ITEM: Council Bill No. 2013-010 amending Section 46-3, Council Zones, to include certain recently annexed properties; and, containing an emergency clause.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2013-010; Map of Council Zones.

DEPARTMENT HEAD:	Brian W. Head	**DATE:** 8/12/13
CITY MANAGER:	R. Mark Rohr	**DATE:** 8-13-13
CITY CLERK:	Barbara Hogelin	**DATE:** 8/12/13

INTRODUCTION:

This Council Bill amends Section 46-3, Council Zones., of the Municipal Code to re-adopt the Council Zones prior to the April, 2012 election.

SUMMARY/DISCUSSION:

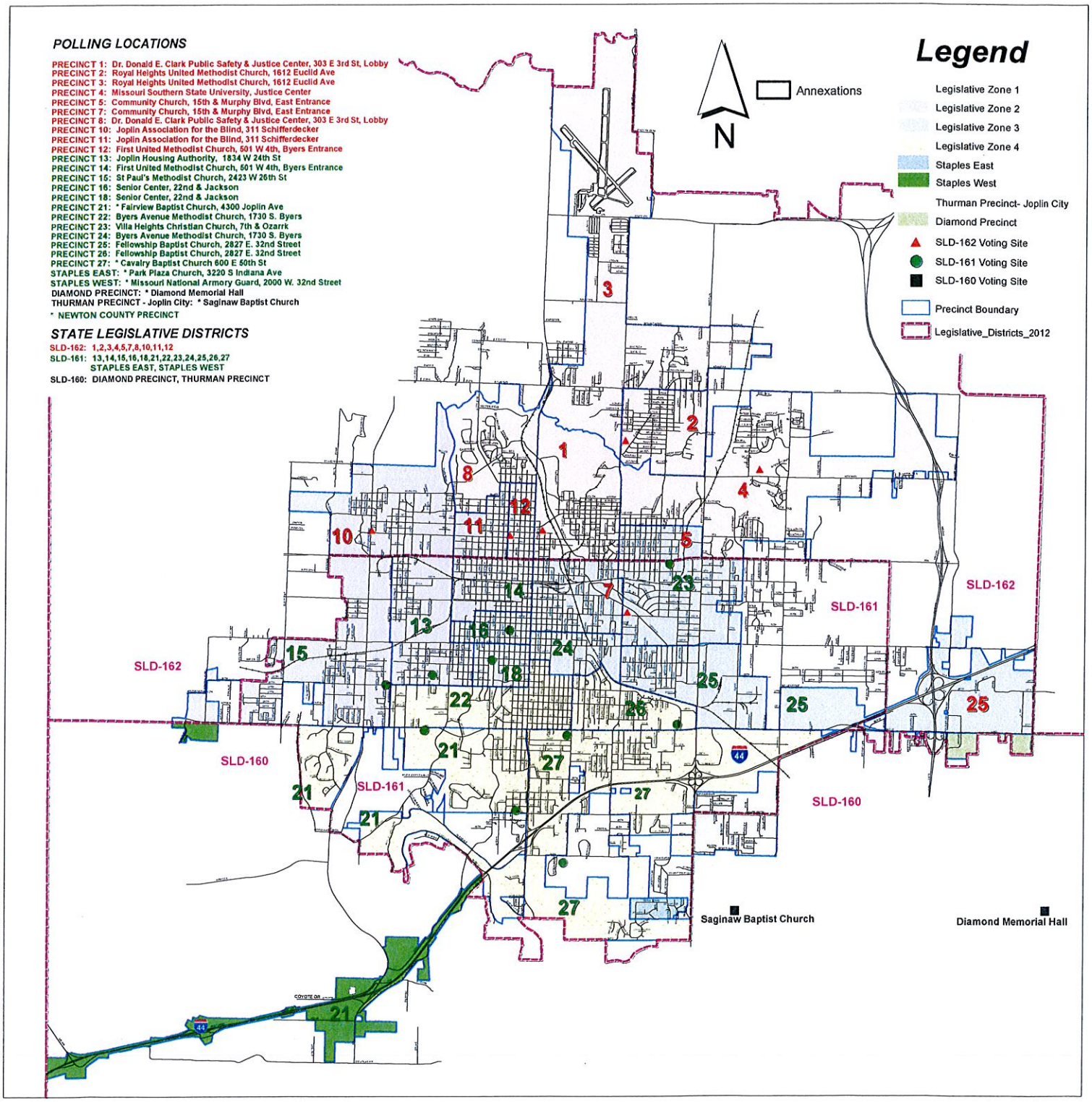
Section 1.05 of the Charter requires that the four (4) Council Zones contain "as nearly as practicable, an equal number of electors." Since the last election we have annexed a number of properties into the City and concluded the Silver Creek consolidation. Accordingly, we are required to re-align the Council Zones of the City. Additionally, the Jasper County Clerk has requested that we amend the boundary between precincts 22 and 13 by moving the southern boundary from 23rd St. to 26th St. After realignment, the number of electors in each zone will be approximately:

Zone 1 – 8,126; Zone 2 – 8,141; Zone 3 – 8,810; Zone 4 – 9,109.

RECOMMENDATION:

Staff recommends adoption of this Council Bill on an emergency basis.

BWH:ab
attachments


POLLING LOCATIONS
PRECINCT 1: Dr. Donald E. Clark Public Safety & Justice Center, 303 E 3rd St, Lobby
PRECINCT 2: Royal Heights United Methodist Church, 1612 Euclid Ave
PRECINCT 3: Royal Heights United Methodist Church, 1612 Euclid Ave
PRECINCT 4: Missouri Southern State University, Justice Center
PRECINCT 5: Community Church, 15th & Murphy Blvd, East Entrance
PRECINCT 7: Community Church, 15th & Murphy Blvd, East Entrance
PRECINCT 8: Dr. Donald E. Clark Public Safety & Justice Center, 303 E 3rd St, Lobby
PRECINCT 10: Joplin Association for the Blind, 311 Schifferdecker
PRECINCT 11: Joplin Association for the Blind, 311 Schifferdecker
PRECINCT 12: First United Methodist Church, 501 W 4th, Byers Entrance
PRECINCT 13: Joplin Housing Authority, 1834 W 24th St
PRECINCT 14: First United Methodist Church, 501 W 4th, Byers Entrance
PRECINCT 15: St Paul's Methodist Church, 2423 W 26th St
PRECINCT 16: Senior Center, 22nd & Jackson
PRECINCT 18: Senior Center, 22nd & Jackson
PRECINCT 21: * Fairview Baptist Church, 4300 Joplin Ave
PRECINCT 22: Byers Avenue Methodist Church, 1730 S. Byers
PRECINCT 23: Villa Heights Christian Church, 7th & Ozarrk
PRECINCT 24: Byers Avenue Methodist Church, 1730 S. Byers
PRECINCT 25: Fellowship Baptist Church, 2827 E. 32nd Street
PRECINCT 26: Fellowship Baptist Church, 2827 E. 32nd Street
PRECINCT 27: * Cavalry Baptist Church 600 E 50th St
STAPLES EAST: * Park Plaza Church, 3220 S Indiana Ave
STAPLES WEST: * Missouri National Armory Guard, 2000 W. 32nd Street
DIAMOND PRECINCT: * Diamond Memorial Hall
THURMAN PRECINCT - Joplin City: * Saginaw Baptist Church
* NEWTON COUNTY PRECINCT
STATE LEGISLATIVE DISTRICTS
SLD-162: 1,2,3,4,5,7,8,10,11,12
SLD-161: 13,14,15,16,18,21,22,23,24,25,26,27
STAPLES EAST, STAPLES WEST
SLD-160: DIAMOND PRECINCT, THURMAN PRECINCT
N
Annexations
Legend
Legislative Zone 1
Legislative Zone 2
Legislative Zone 3
Legislative Zone 4
Staples East
Staples West
Thurman Precinct- Joplin City
Diamond Precinct
SLD-162 Voting Site
SLD-161 Voting Site
SLD-160 Voting Site
Precinct Boundary
Legislative_Districts_2012
SLD-162
SLD-161
SLD-160
Saginaw Baptist Church
Diamond Memorial Hall
COYOTE DR

COUNCIL BILL NO. 2013-010 ORDINANCE NO.

AN ORDINANCE amending Section 46-3, Council Zones., of the Joplin Municipal Code, to realign the zones to allow for more equal distribution of the electors included therein, and to include certain recently annexed properties, pursuant to Section 1.05 of the City Charter; and, containing an emergency clause.

WHEREAS, since the last Council election, the City of Joplin has annexed territory into the City; and,

WHEREAS, Section 1.05 of the City Charter requires the Council Zones to contain as nearly as practicable, an equal number of electors, and to reestablish the zones following annexation.

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

Section 1. That Section 46-3, Council Zones, of the Municipal Code, as stated by Ordinance No. 99-193 and passed by the Council of the City of Joplin, Missouri, on December 6, 1999, and as re-adopted by the Council of the City of Joplin, Missouri, on November 19, 2001 by Ordinance No. 2001-177, and re-adopted January 7, 2002, by Ordinance No. 2002-001, and further re-adopted March 4, 2002, by Ordinance No. 2002-079; and re-adopted November 17, 2003 by Ordinance No. 2003-213, and re-adopted November 21, 2005 by Ordinance No. 2005-193; and re-adopted October 15, 2007 by Ordinance No. 2007-222; and as re-adopted September 8, 2009 by Ordinance No. 2009-119; and lastly as readopted by Ordinance 2011-116, is hereby amended to read as follows:

"Sec. 46-3. Council zones.

The Council zones shall include the following voting districts or precincts:

(1) Council Zone No. 1: Voting precincts 1, 2, 3, 4, and 8.

(2) Council Zone No. 2: Voting precincts 10, 11, 12, 13, 14, and 15.

(3) Council Zone No. 3: Voting precincts 5, 7, 16, 18, 23, 24, and 25.

(4) Council Zone No. 4: Voting precincts 21, 22, 26, 27, and that portion of the Thurman, Diamond, Saginaw, Staples West and Staples East Precincts lying within the corporate boundaries of the City of Joplin, Newton County.

Any councilmember who holds office as a zone councilmember shall continue to qualify as a resident and registered voter of the zone for which he was elected until the end of his unexpired term if he continues to reside in and be a qualified and registered voter in the zone

as it existed on the date of his election to the unexpired term. Therefore, insofar as the council zones set forth in this section change the boundaries of the zones of any incumbent zone councilmember, such change shall not be effective until the term of such zone councilmember shall have expired. In the event of a vacancy in the office of a zone councilmember prior to such change in boundaries of such zone, a resident and qualified and registered voter of such zone, either as it existed on the date of the election of such zone councilmember or as it shall exist when the boundaries are changed as provided in this section, shall qualify as a resident and qualified and registered voter of such zone."

Section 2. That this Ordinance, being an Ordinance providing for the re-statement of the boundaries of Council Zones, for the purpose of electing Council Members, is an emergency within the meaning of Section 2.12(2) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by vote of _____ .

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 19, 2013
Council Bill No. 2013-213

Item: Amend Chapter 114-822, Traffic, of the Code of Ordinances of the City of Joplin dealing with the speed limit established on Range Line Road.

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Current Sections of Code being amended
3) Council Bill No. 2013-213

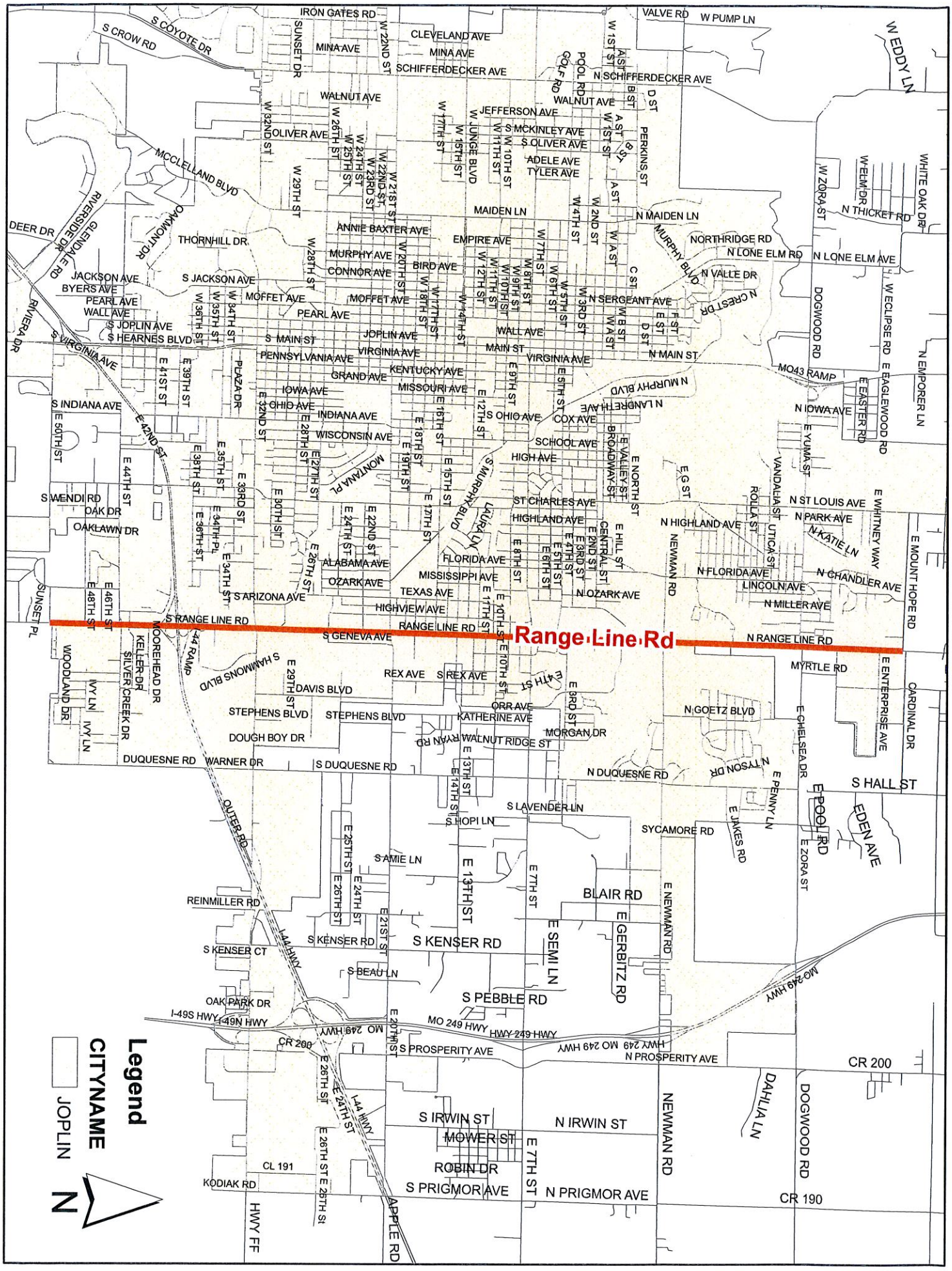
Engineering Department: Jack Schaller — Date: 8/12/13
Department Head: Sam Anselm — Date: 8/12/13
Finance Department: Leslie Haase — Date: 8/13/13
City Attorney: Brian Head — Date: 8-13-13
City Manager: Mark Rohr — Date: 8-13-13

Recommended Action: 1) Approval of an Ordinance to change the exiting 45 mph speed limit on Range Line north city limits to south city limits to 40 mph speed limit.

Background: On June 19, 2012 Missouri Department of Transportation conducted a speed study on Range Line Road from Newman to 44th Street. This study was done based on AASHTO standards, which is a set of nationally recognized engineering standards. Guidelines for this study used criteria from speed limit determination such as prevailing speed, accident rate, and access points along this section of roadway. Prevailing speed, or 85th percentile speed was between 40 and 45 MPH. After deductions for access points, the recommended speed is 40 MPH. This is a 5 MPH reduction of speed from the posted 45 MPH. This reduction in the speed limit is expected to reduce both the number and severity of accidents on this section of Range Line Rd.

Discussion: The Traffic Commission took up the issue on July 11, 2013 and with a vote of 4 yes, 1 no and 1 absent approved a recommendation to the Joplin City Council for the permanent establishment of the said 40 mph zone. After review, the City of Joplin's engineering staff recommends this speed reduction.

Recommendation: The commission approved a motion to forward the reduced speed recommendation to City Council for an Ordinance to change the existing speed limit of 45 mph to a 40 mph speed limit on Range Line from the north city limits to the south city limits.


Range Line Rd
Legend
CITYNAME
JOPLIN
N
IRON GATES RD
S CROW RD
S COYOTE DR
SUNSET DR
MINA AVE
CLEVELAND AVE
SCHIFFERDECKER AVE
N SCHIFFERDECKER AVE
VALVE RD
W PUMP LN
W EDDY LN
WALNUT AVE
JEFFERSON AVE
S MCKINLEY AVE
S OLIVER AVE
OLIVER AVE
MCCLELLAND BLVD
ADELE AVE
TYLER AVE
PERKINS ST
MAIDEN LN
N MAIDEN LN
ANNIE BAXTER AVE
EMPIRE AVE
THORNHILL DR
MURPHY AVE
CONNOR AVE
BIRD AVE
NORTHRIDGE RD
N LONE ELM RD
N LONE ELM AVE
WHITE OAK DR
N THICKET RD
W ZORA ST
W ELM DR
DEER DR
GLENDALE RD
RIVERSIDE DR
OAKMONT DR
JACKSON AVE
S JACKSON AVE
BYERS AVE
PEARL AVE
WALL AVE
MOFFET AVE
PEARL AVE
S JOPLIN AVE
S HEARNES BLVD
JOPLIN AVE
WALL AVE
S MAIN ST
MAIN ST
N MAIN ST
N SERGEANT AVE
N VALLE DR
N CREST DR
MURPHY BLVD
DOGWOOD RD
W ECLIPSE RD
E EAGLEWOOD RD
N EMPORER LN
RIVIERA DR
S VIRGINIA AVE
PENNSYLVANIA AVE
VIRGINIA AVE
VIRGINIA AVE
MO43 RAMP
GRAND AVE
KENTUCKY AVE
MISSOURI AVE
IOWA AVE
OHIO AVE
INDIANA AVE
S OHIO AVE
COX AVE
N LANDRETH AVE
N MURPHY BLVD
N IDWA AVE
E EASTER RD
S INDIANA AVE
E 42ND ST
E 41ST ST
E 39TH ST
PLAZA DR
E 32ND ST
E 28TH ST
WISCONSIN AVE
E 18TH ST
E 19TH ST
E 16TH ST
E 12TH ST
E 9TH ST
E 5TH ST
SCHOOL AVE
HIGH AVE
E VALLEY ST
BROADWAY ST
E NORTH ST
E YUMA ST
VANDALIA ST
ROLLA ST
UTICA ST
N ST LOUIS AVE
N PARK AVE
E WHITNEY WAY
N KATIE LN
E MOUNT HOPE RD
E 50TH ST
E 44TH ST
E 38TH ST
E 35TH ST
E 33RD ST
E 30TH ST
E 27TH ST
MONTANA PL
S WENDI RD
OAK DR
OAKLAWN DR
E 36TH ST
E 34TH PL
E 34TH ST
E 24TH ST
E 22ND ST
E 26TH ST
ALABAMA AVE
OZARK AVE
S ARIZONA AVE
S MURPHY BLVD
LAURA LN
E 17TH ST
ST CHARLES AVE
HIGHLAND AVE
N HIGHLAND AVE
E G ST
E HILL ST
CENTRAL ST
E 2ND ST
E 3RD ST
E 4TH ST
E 5TH ST
E 6TH ST
E 8TH ST
FLORIDA AVE
MISSISSIPPI AVE
TEXAS AVE
HIGHVIEW AVE
E 11TH ST
E 10TH ST
NEWMAN RD
N FLORIDA AVE
N OZARK AVE
LINCOLN AVE
N CHANDLER AVE
N MILLER AVE
SUNSET PL
E 48TH ST
E 46TH ST
S RANGE LINE RD
RANGE LINE RD
S GENEVA AVE
N RANGE LINE RD
MYRTLE RD
E ENTERPRISE AVE
CARDINAL DR
WOODLAND DR
IVY LN
KELLER DR
SILVER CREEK DR
MOOREHEAD DR
I-44 RAMP
S HAMMONS BLVD
E 29TH ST
DAVIS BLVD
REX AVE
S REX AVE
E 4TH ST
E 3RD ST
ORR AVE
KATHERINE AVE
MORGAN DR
N GOETZ BLVD
STEPHENS BLVD
STEPHENS BLVD
DOUGH BOY DR
WALNUT RIDGE ST
RYAN RD
DUQUESNE RD
WARNER DR
S DUQUESNE RD
N DUQUESNE RD
N TYSON DR
E CHELSEA DR
E PENNY LN
E JAKES RD
E ZORA ST
E POOL RD
S HALL ST
EDEN AVE
E 13TH ST
E 14TH ST
S LAVENDER LN
S HOPI LN
SYCAMORE RD
OUTER RD
E 25TH ST
S AMIE LN
E 13TH ST
E 7TH ST
BLAIR RD
E NEWMAN RD
E GERBITZ RD
E SEMI LN
REINMILLER RD
I-44 HWY
E 26TH ST
E 24TH ST
E 21ST ST
S KENSER RD
S KENSER CT
S BEAU LN
S PEBBLE RD
OAK PARK DR
I-49S HWY
I-49N HWY
MO 249 HWY
E 20TH ST
CR 200
S PROSPERITY AVE
N PROSPERITY AVE
DAHLIA LN
DOGWOOD RD
CR 200
S IRWIN ST
N IRWIN ST
NEWMAN RD
MOWER ST
E 7TH ST
ROBIN DR
CL 191
KODIAK RD
S PRIGMOR AVE
N PRIGMOR AVE
CR 190
HWY FF
APPLE RD
E 26TH ST E 25TH St

COUNCIL BILL NO. 2013-213 ORDINANCE NO.

AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinances of the City of Joplin, Missouri to amend the speed limit on Range Line north city limits to south city limits to 40 m.p.h.; and containing an emergency clause.

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

Section 1. That the portion of Section 114-822, Specific Speed Limits which reads "Duquesne Road, South city limits to north city limits, 45 m.p.h." be amended to read as follows:

"...

Street	*Extent*	*Speed*
Range Line Rd	North city limits to south city limits	40

..."

Section 2. This Ordinance is an emergency within the meaning of Section 2.12 (1) in that said ordinance provides for public health and safety and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: August 19, 2013
ITEM: Maiden Lane Widening 9th Street to 32nd Street
ORIGINATING DEPARTMENT: PUBLIC WORKS – ENGINEERING

ATTACHMENTS:
1) Location Map
2) Bid Tabulation
3) Council Bill 2013 - 214

ENGINEERING DEPARTMENT:	Jack Schaller JS	**DATE:** 8/12/13
DEPARTMENT HEAD:	Sam Anselm SA	**DATE:** 8/12/13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 8-12-13
FINANCE:	Leslie Haase LH	**DATE:** 8-13-13
LEGAL:	Brian W. Head BWH	**DATE:** 8-15-13

INTRODUCTION:

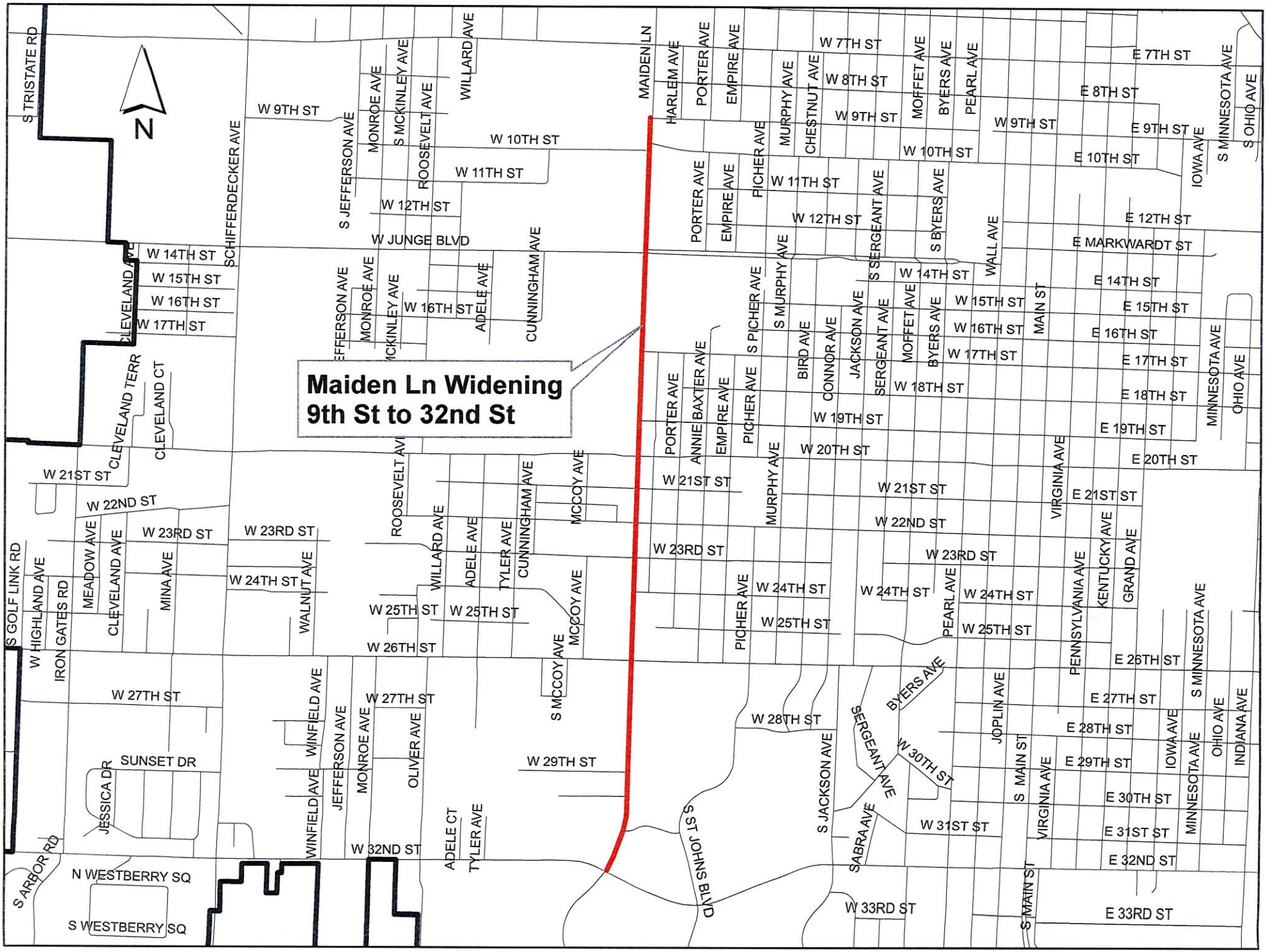
Maiden Lane from 9th Street to 32nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax.

DISCUSSION:

City Staff prepared the design plans and specifications for the project. A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 day. Twelve firms picked up plans and three firms submitted bids (see attached bid tabulations) opened on August 1, 2013. The low bid for the project of $3,853,912.88 submitted by Apac of Missouri, which is below the engineer's estimate of $4,173,824.80.

RECOMMENDATION:

Award of contract with Apac of Missouri in the amount of $3,853,912.88 for the Maiden Lane Widening Project pending approval by MoDOT.


Maiden Ln Widening
9th St to 32nd St
N
S TRISTATE RD
SCHIFFERDECKER AVE
CLEVELAND AVE
CLEVELAND TERR
CLEVELAND CT
S GOLF LINK RD
W HIGHLAND AVE
IRON GATES RD
MEADOW AVE
CLEVELAND AVE
MINA AVE
WALNUT AVE
S JEFFERSON AVE
MONROE AVE
S MCKINLEY AVE
ROOSEVELT AVE
WILLARD AVE
ADELE AVE
TYLER AVE
CUNNINGHAM AVE
MCCOY AVE
S MCCOY AVE
WINFIELD AVE
OLIVER AVE
ADELE CT
TYLER AVE
JESSICA DR
SUNSET DR
S ARBOR RD
N WESTBERRY SQ
S WESTBERRY SQ
MAIDEN LN
HARLEM AVE
PORTER AVE
EMPIRE AVE
PICHER AVE
MURPHY AVE
CHESTNUT AVE
MOFFET AVE
BYERS AVE
PEARL AVE
S BYERS AVE
WALL AVE
S SERGEANT AVE
BIRD AVE
CONNOR AVE
JACKSON AVE
SERGEANT AVE
MAIN ST
ANNIE BAXTER AVE
S PICHER AVE
S MURPHY AVE
S JACKSON AVE
S ST JOHNS BLVD
SABRA AVE
JOPLIN AVE
S MAIN ST
VIRGINIA AVE
PENNSYLVANIA AVE
KENTUCKY AVE
GRAND AVE
IOWA AVE
S MINNESOTA AVE
MINNESOTA AVE
OHIO AVE
INDIANA AVE
W 7TH ST
E 7TH ST
W 8TH ST
E 8TH ST
W 9TH ST
E 9TH ST
W 10TH ST
E 10TH ST
W 11TH ST
W 12TH ST
E 12TH ST
W JUNGE BLVD
E MARKWARDT ST
W 14TH ST
E 14TH ST
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E 33RD ST

BID TABULATION

PROJECT: Maiden Lane Widening 9th to 32nd St
TDG-3200(718) Project 1
DATE OF BID OPENING: August 1, 2013 10:00 a.m.

CONTRACTOR	BID
Apac of Missouri	3,853,912.88
Snyder Construction	3979,225.97
Emery Sapp & Sons	4,265,615.48

COUNCIL BILL NO. 2013- **ORDINANCE NO.**

AN ORDINANCE approving a contract with Apac of Missouri in the amount of Three Million Eight Hundred Fifty Three Thousand Nine Hundred Twelve Dollars and 88/100 Dollars ($3,853,912.88) for the Maiden Lane Widening from 9th Street to 32nd Street project in the City of Joplin, Missouri, pending approval by MoDOT; providing how the cost shall be made and levied, and containing an emergency clause;

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the contract be awarded to Apac of Missouri in the amount of Three Million Eight Hundred Fifty Three Thousand Nine Hundred Twelve and 88/100 Dollars ($3,853,912.88) for the Maiden Lane Widening from 9th Street to 32nd Street project in the City of Joplin, Missouri, pending approval by MoDOT.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Sales Tax Fund, Account Number 145-4565-520-8650 Project number TG0520.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

ATTEST:

_____
Melodee Colbert Keen, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Council Bill

I hereby certify that a sufficient amount is available in the said Capital Improvement Sales Tax Fund, Account Number 145-4565-520-8650 Project TG0520 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Haase, Finance Department

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 19, 2013
Council Bill 2013-215

Item: 24th & Meadow Stormwater Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Bid Tabulation
3) Council Bill No. 2013-215

Engineering Department: Jack Schaller DM -15	Date: 8/9/13
Department Head: Sam Anselm	Date: 8/9/13
Finance Department: Leslie Haase	Date: 8/13/13
City Attorney: Brian Head	Date: 8-13-13
City Manager: Mark Rohr	Date: 8-12-13

Recommended Action: Approval of a contract with Kenny Singer Construction Company Inc. in the amount of $344,741.28 for the 24th & Meadow Storm Water Improvement Project.

Background:
The Storm Water Management Plan was completed in 1998. In the spring of 2001, a taskforce reviewed the storm water plans and concurred with the priorities of these projects. In November 2001, an election passed the funding. Storm water improvements along 24th & Meadow were identified in the master plan. The project is approximately 1,700 feet long and crosses 17 properties. There is approximately 800 feet of large diameter pipe, 825 feet of open channel with concrete bottom, and a 6ft. X 4ft. Box Culvert.

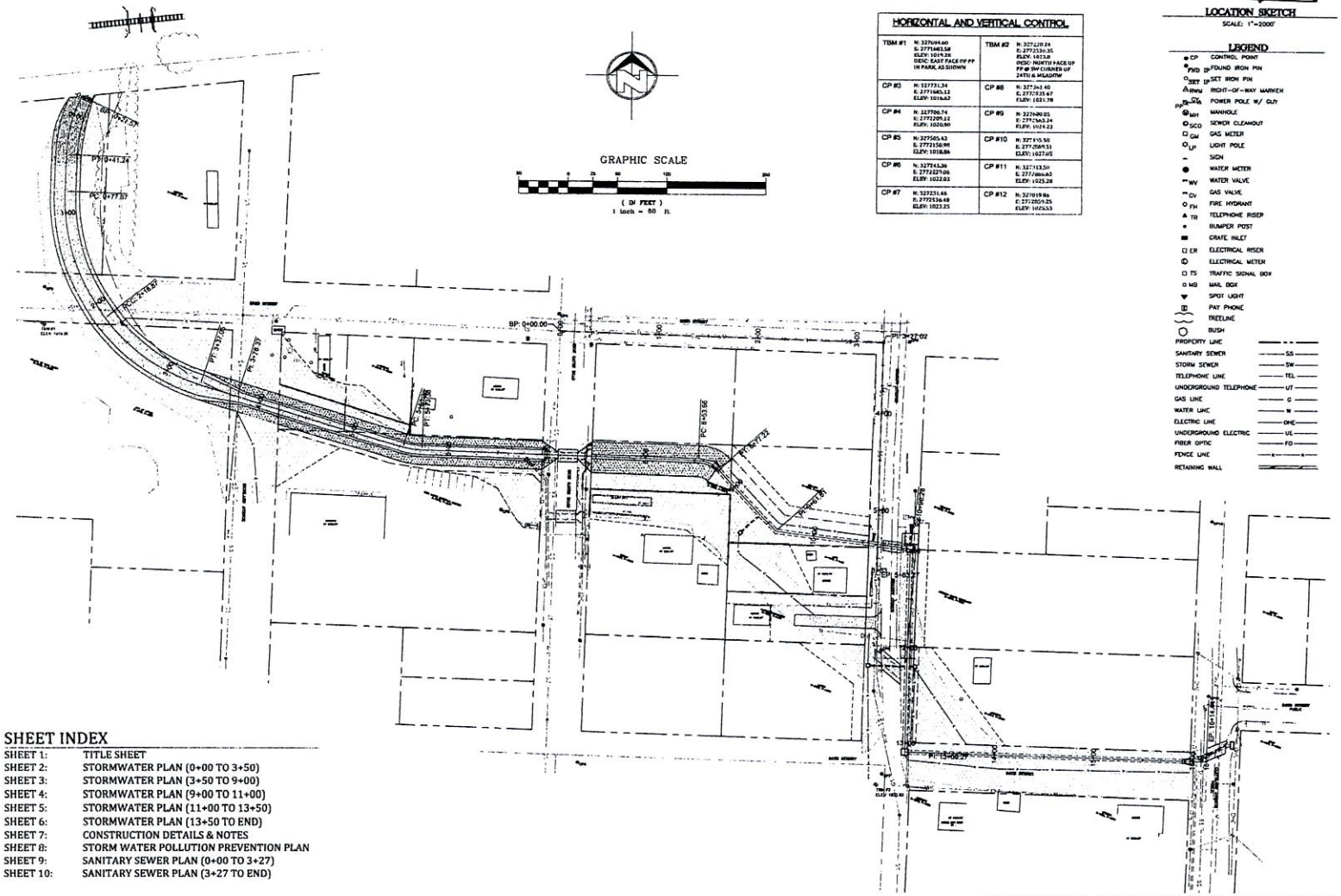
Discussion: A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 day. Six firms submitted bids (see attached bid tabulations) that were opened on August 6, 2013. Kenny Singer Construction Company Inc. gave the lowest bid of $344,741.28 which was below the engineers estimate.

Recommendation: It is recommended that the Contract with Kenny Singer Construction Company Inc. in the amount of $ 344,741.28 for the 24th & Meadow Storm Water Improvement Project be approved.

24TH STREET & MEADOW AVENUE

STORMWATER IMPROVEMENTS

CITY OF JOPLIN, MISSOURI


GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.
BP: 0+00.00
PC 6+41.24
PT 3+37.02
PC 6+77.22
PT 6+77.22
PC 6+41.24
PT 3+37.02
PC 2+78.87
PT 3+37.02
PC 6+53.06

BID TABULATION

PROJECT: 24th & Meadow Storm Water Project
DATE OF BID OPENING: August 6, 2013 10:00 a.m.

CONTRACTOR	BID
Kenny Singer	344,741.28
Neal's Construction	457,624.00
Emery Sapp	458,605.30
Polston Construction	488,089.20
D & E Plumbing	509,717.50
Rosetta Const	562,927.00

COUNCIL BILL NO. 2013-215 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri to enter into a Contract with Kenny Singer Construction Company Inc. for the 24th & Meadow Storm Water Improvement Project in the amount of Three Hundred Forty Four Thousand Seven Hundred Forty One and 28/100 Dollars ($344,741.28), providing how the cost shall be made and levied; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the Agreement by and between the City and Kenny Singer Construction Company Inc. for the 24th & Meadow Storm Water Improvement Project in the amount of Three Hundred Forty Four Thousand Seven Hundred Forty One and 28/100 Dollars ($344,741.28) is hereby approved.

Section 2. Upon the final approval and acceptance of the contractor's work under said agreement in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, said contractor shall be due the sum thereunder from the Parks/Stormwater Sales Tax Fund, Account No. 130-4555-530-8665.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin.

Section 4. This Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert - Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

Council Bill No. 2013-215

I hereby certify that a sufficient amount is available in the Parks/Stormwater Sales Tax Fund, Account No. 130-4555-530-8665 Project TS0442 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 19, 2013
Council Bill No. 2013-216

Item: Purchase of Property for the 20th Street Grade Separation Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-216

Engineering Department: Jack Schaller @ 45	Date: 8/9/13
Department Head: Sam Anselm	Date: 8/9/13
City Attorney: Brian Head	Date: 8/13/13
City Manager: Mark Rohr	Date: 8-12-13
Finance Department: Leslie Haase	Date: 8-13-13

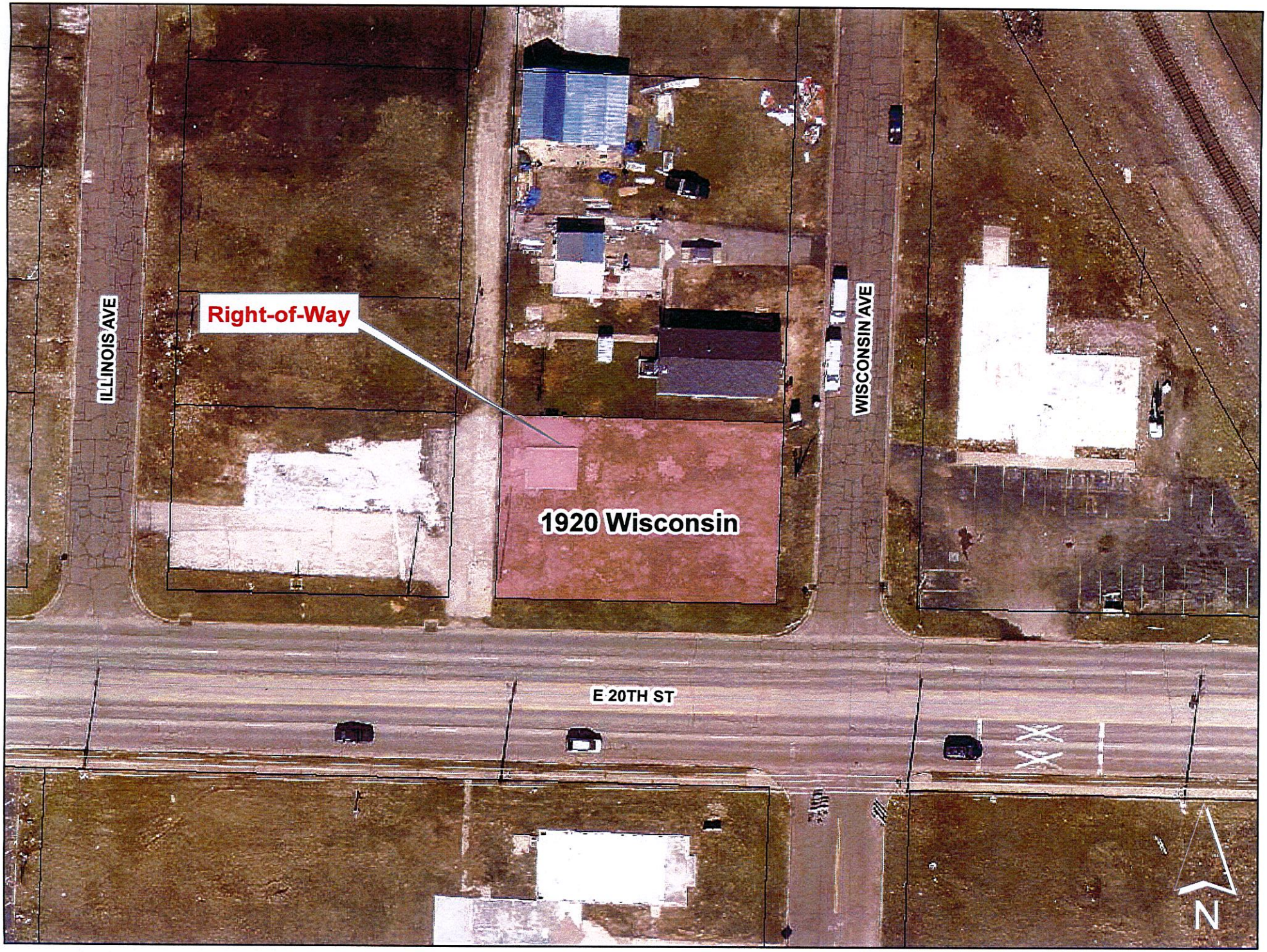
Recommended Action: Purchase of Right of Way from Candace Ellett at 1920 Wisconsin Avenue.

Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330572L maintained by Kansas City Southern Railway. The crossing is currently controlled by two gates and several mast-mounted and cantilevered flashing lights. In order to reduce delay and enhance safety for train operators and highway users, separating the crossing grade is necessary. The design will take into consideration pedestrian and bicycle amenities. The purchase of right of way and easements is necessary for the construction of this project.

Funding for the construction of this project is part of a Twelve Million Dollars ($12,000,000) TIGER Grant award through the U.S. Department of Transportation Federal Highway Administration.

Discussion: Staff has reached an agreement with the property owner for Forty-Thousand Dollars ($40,000). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of Forty-Thousand Dollars ($40,000), for the purchase of the described right of way at 1920 Wisconsin Avenue.


Right-of-Way
ILLINOIS AVE
WISCONSIN AVE
1920 Wisconsin
E 20TH ST
N

COUNCIL BILL NO. 2013-216 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way from property at 1920 Wisconsin Avenue, consisting of All of Lots Numbered Two Hundred Three (203) and Two Hundred Four (204) in Campbell's Sixth Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Forty-Thousand and 00/100 dollars ($40,000.00) and containing an emergency clause.

WHEREAS, Candace Ellet is the legal owner of property at 1920 Wisconsin Avenue, consisting of All of Lots Numbered Two Hundred Three (203) and Two Hundred Four (204) in Campbell's Sixth Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for 20th Street Grade Separation Project.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 1920 Wisconsin Avenue, consisting of:

All of Lots Numbered Two Hundred Three (203) and Two Hundred Four (204) in Campbell's Sixth Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Section 2. That the City of Joplin authorize placing $40,000.00, in escrow for the purchase of right of way at 1920 Wisconsin Avenue. Payment will be made from account #145-4565-520-8105 Project TG0522.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2013-216 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 19, 2013
Council Bill No. 2013-217

Item: Purchase of Property for the 20th Street Grade Separation Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-217

Engineering Department: Jack Schaller	Date: 8/9/13
Department Head: Sam Anselm	Date: 8/9/13
City Attorney: Brian Head	Date: 8-13-13
City Manager: Mark Rohr	Date: 8-12-13
Finance Department: Leslie Haase	Date: 8-13-13

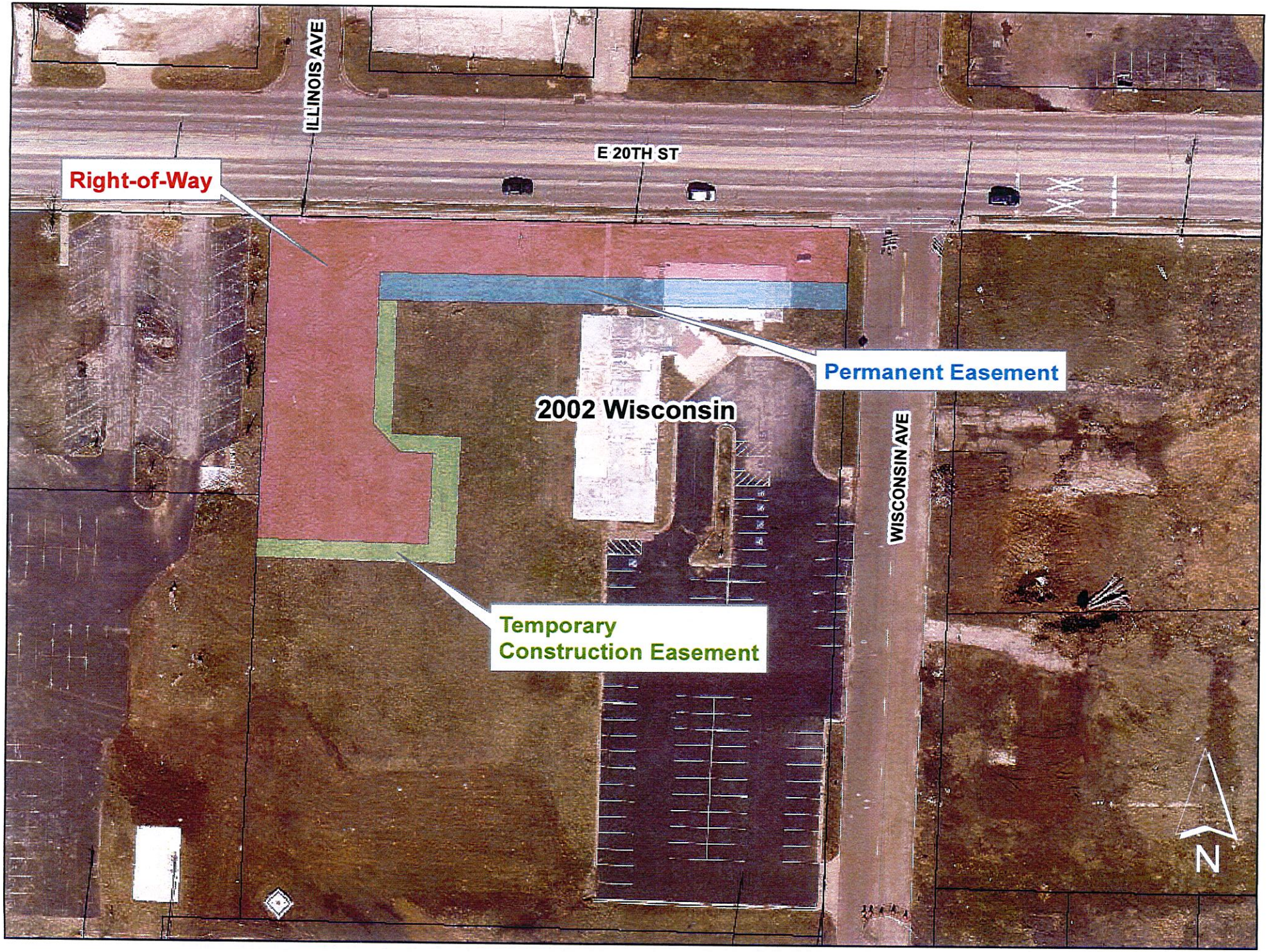
Recommended Action: Purchase of Right of Way from Peace Lutheran at 2002 Wisconsin Avenue.

Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330572L maintained by Kansas City Southern Railway. The crossing is currently controlled by two gates and several mast-mounted and cantilevered flashing lights. In order to reduce delay and enhance safety for train operators and highway users, separating the crossing grade is necessary. The design will take into consideration pedestrian and bicycle amenities. The purchase of right of way and easements is necessary for the construction of this project.

Funding for the construction of this project is part of a Twelve Million Dollars ($12,000,000) TIGER Grant award through the U.S. Department of Transportation Federal Highway Administration.

Discussion: Staff has reached an agreement with the property owner for One Hundred Seventeen Thousand Eight Hundred Eighty-Five Dollars ($117,885.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of, One Hundred Seventeen Thousand Eight Hundred Eighty-Five Dollars ($117,885.00) for the purchase of the described right of way and easements at 2002 Wisconsin Avenue.


ILLINOIS AVE
E 20TH ST
Right-of-Way
Permanent Easement
2002 Wisconsin
WISCONSIN AVE
Temporary
Construction Easement
N

COUNCIL BILL NO. 2013-217 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way and easements from property at 2002 Wisconsin Avenue, consisting of Part of Lots Numbered One Hundred Sixty-Seven (167) and One Hundred Sixty-Eight (168) in Southmorland Acres Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of One Hundred Seventeen Thousand Eight Hundred Eighty-Five and 00/100 dollars ($117,885.00) and containing an emergency clause.

WHEREAS, Peace Lutheran Church of Joplin is the legal owner of property at 2002 Wisconsin Avenue, consisting of Part of Lots Numbered One Hundred Sixty-Seven (167) and One Hundred Sixty-Eight (168) in Southmorland Acres Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for 20th Street Grade Separation Project.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way and easements, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 2002 Wisconsin Avenue, consisting of:

RIGHT-OF-WAY

ALL THAT PART OF LOTS NUMBERED ONE HUNDRED SIXTY-SIX (166), ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SIXTY-EIGHT (168) IN SOUTHMORLAND ACRES ADDITION TO THE CITY OF JOPLIN, IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4); THENCE S88°55'35"E, 416.02 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S02°07'52"W, 49.98 FEET TO A POINT ON THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE POINT OF BEGINNING; THENCE CONTINUING S02°07'52"W, 177.88 FEET PARALLEL WITH AND 30.00 FEET EAST OF THE WEST LINE OF SAID LOTS 166 AND 168; THENCE S88°20'46"E, 92.00 FEET; THENCE N02°07'52"E, 50.00 FEET; THENCE N88°20'46"W, 17.00 FEET; THENCE N43°06'27"W, 21.13 FEET;THENCE N02°07'52"E, 83.44 FEET; THENCE S88°53'27"E, 259.87 FEET TO

A POINT ON THE WEST RIGHT-OF-WAY LINE OF WISCONSIN AVENUE; THENCE N02°04'19"E, 30.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID LOT 167, TO THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET; THENCE N88°53'27"W ALONG SAID SOUTH RIGHT-OF-WAY LINE, 319.85 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 20200 SQUARE FEET MORE OR LESS.

PERMANENT EASEMENT

ALL THAT PART OF LOTS NUMBERED ONE HUNDRED SIXTY-SEVEN (167) AND ONE HUNDRED SIXTY-EIGHT (168) IN SOUTHMORLAND ACRES ADDITION TO THE CITY OF JOPLIN, IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S88°55'35"E, 735.82 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S02°04'19"W, 50.17 FEET TO A POINT ON THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET; THENCE CONTINUING S02°04'19"W, 30.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF WISCONSIN AVENUE TO THE POINT OF BEGINNING; THENCE CONTINUING S02°04'19"W, 15.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID LOT 167; THENCE N88°53'27"W, 259.89 FEET; THENCE N02°07'52"E, 15.00 FEET; THENCE S88°53'27"E, 259.87 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 3900 SQUARE FEET MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT

ALL THAT PART OF LOTS NUMBERED ONE HUNDRED SIXTY-SIX (166) AND ONE HUNDRED SIXTY-EIGHT (168) IN SOUTHMORLAND ACRES ADDITION TO THE CITY OF JOPLIN, IN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S88°55'35"E, 416.02 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S02°07'52"W, 49.98 FEET TO A POINT ON THE CURRENT SOUTH RIGHT-OF-WAY LINE OF 20TH STREET; THENCE CONTINUING S02°07'52"W, 177.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S02°07'52"W, 10.00 FEET; THENCE S88°20'46"E, 107.00 FEET;THENCE N02°07'52"E, 70.00 FEET;
THENCE N88°20'46"W, 37.00 FEET; THENCE N02°07'52"E, 73.53 FEET; THENCE N88°53'27"W, 10.00 FEET; THENCE S02°07'52"W, 68.44 FEET; THENCE S43°06'27"E, 21.13 FEET; THENCE S88°20'46"E, 17.00 FEET; THENCE S02°07'52"W, 50.00 FEET; THENCE N88°20'46"W, 92.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 2900 SQUARE FEET MORE OR LESS. AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT.

Section 2. That the City of Joplin authorize placing $117,885.00, in escrow for the purchase of right of way and easements at 2002 Wisconsin Avenue. Payment will be made from account #145-4565-520-8105 Project TG0522.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2013-217 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 19, 2013
Council Bill No. 2013 - 218
Item: Missouri Highway and Transportation Commission Economic Development Agreement
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location plan
2) Copy of Agreement
3) Council Bill No. 2013-218

Engineering: Jack Schaller	Date: 8/14/13
Department Head: Sam Anselm	Date: 8/14/13
Finance Department: Leslie Haase	Date: 8/14/13
City Attorney: Brian Head	Date: 8/14/13
City Manager: Mark Rohr	Date: 8/14/13

Recommended Action: Authorization to enter into an Agreement with the Missouri Highways and Transportation Commission for participation in the Cost Share and Economic Development Program.

Background: City Staff applied to the Missouri Highway and Transportation Commission to be included in the Cost Share and Economic Development Program, Project No. 712181. The project includes roadway and bridge improvements along I-44, between Route 249 and Route 66. The project included a new interchange to access the Crossroads Business and Distribution Park in Joplin, Missouri. The city's application was approved and the attached agreement details the terms and conditions of the agreement.

Discussion:
The MHTC (Missouri Highway and Transportation Commission) is funding the project 100 percent estimated at $11,150,180.

This project is being funded by the Economic Development program. The MoDOT district office agreed to provide the 50 percent local funding match for the project.

The City of Joplin / Joplin Industrial Development Authority's responsibility is to increase the number of jobs in Joplin at the Crossroads Business and Distribution Park from Blue Buffalo by not less than 129 jobs by June 30, 2019.

Also attached is the sub recipient agreement for the Joplin Industrial Development Authority to provide the back stop for the City's commitment to the state. Also attached is Heartland Pet

Foods / Blue Buffalo's signed notice of intent to provide 131 jobs for their Enhanced Enterprise Zone application.

Recommendation: Staff recommends approval of this agreement.

Exhibit "A"
Project Location



CCO Form: FS18
Approved: 03/04 (BDG)
Revised: 06/12 (AR)
Modified:

Route 44, Jasper County
Project No. 7I2181
City of Joplin

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ECONOMIC DEVELOPMENT AGREEMENT

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

WITNESSETH:

WHEREAS, the City applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share and Economic Development Program*; and

WHEREAS, on August 3, 2012, the Cost Share Committee approved the City's application to the *Cost Share and Economic Development Program* subject to the terms and conditions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the City of Joplin in the cost of the Commission's Project 7I2181, roadway and bridge improvements on Interstate 44 from east of Route 249 to Route 66, including a new interchange to access the Crossroads Business and Distribution Park in Joplin, Missouri.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

On Interstate 44, between Route 249 and Route 66.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

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

(4) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the

Commission in furtherance of the performance of this Agreement.

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

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

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

(8) PLANS AND CONSTRUCTION: The Commission shall be responsible for preparation of plans, specifications and construction for the herein improvements. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the City agrees as follows:

(A) The Commission will pay for one hundred percent (100%) of the total project cost, which includes engineering, incidentals, utility relocations, right-of-way acquisition and incidentals, the construction contract and letting and inspection. The total project cost is currently estimated at eleven million, one hundred fifty thousand, one hundred eighty dollars ($11,150,180). Of this amount, the Commission shall provide fifty percent (50%) of the total project cost from its Cost Share and Economic Development program, with that share currently estimated to be five million, five hundred seventy-five thousand, ninety dollars ($5,575,090). The Cost Share and Economic Development program will have five hundred seventy-five thousand, ninety dollars ($575,090) available in State Fiscal Year 2014 and five million dollars ($5,000,000) available in State Fiscal Year 2015. The remaining fifty percent of the total project cost will be provided by Southwest District distributed funds, estimated to total four million, four hundred twenty-four thousand, nine hundred ten dollars ($4,424,910), an Interstate Maintenance Discretionary program earmark for scoping and design estimated to total one hundred fifty-two thousand dollars ($152,000) and engineering services and right-of-way incidentals by its Southwest District personnel estimated to total nine hundred ninety-eight thousand, one hundred eighty dollars ($998,180).

(B) The Commission is responsible for the balance of the project in excess of eleven million, one hundred fifty thousand, one hundred eighty dollars ($11,150,180). Any cost overruns will be paid for with the Commission's Southwest District distributed funds.

(10) JOB CREATION:

(A) The City shall increase the number of jobs in Joplin at the Crossroads Business and Distribution Park from the Blue Buffalo Company, Ltd. by not less than one hundred twenty-nine (129) jobs during the period from July 1, 2014 through June 30, 2019. To qualify as job creation under this agreement these jobs shall have an average annual wage greater than thirty-three thousand dollars ($33,000). The City shall submit to the Commission appropriate documentation that these requirements have been fulfilled. Such documentation shall be submitted by December 30, 2019. Such documentation shall be subject to review and verification by a third party auditor and/or the State Auditor.

(B) In the event that the City does not increase the number of qualifying jobs in the Crossroads Business and Industrial Park as provided in paragraph 11(A), the City shall pay to the Commission a sum equal to the proportional share of the Commission's Cost Share and Economic Development Program share of the final total project cost per one hundred twenty-nine (129) expected jobs minus the total qualifying jobs that were actually created. For example, if the Commission's Cost Share and Economic Development Program share of the final total project cost is five million, five hundred seventy-five thousand, ninety dollars ($5,575,090), the Commission's cost per job, at one hundred twenty-nine (129) jobs, is thus forty-three thousand, two hundred eighteen dollars ($43,218) per expected job. If only one hundred (100) jobs are created at the Crossroads Business and Distribution Park, the City will reimburse the Commission for the remaining expected jobs that were not created, $43,218 by 29, or $1,253,322.

(11) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(14) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the

event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(15) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(16) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(17) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(18) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(19) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(20) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

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

Executed by the City this ____ day of _____, 20__.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

_____

Title:_____

Ordinance No _____

Exhibit "A"
Project Location



COUNCIL BILL NO. 2013 - 218 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Economic Development Agreement with the Missouri Highways and Transportation Commission for Roadway and Bridge Improvements Project No. 712181, on I-44 between Route 249 and Route 66, in Jasper County, Missouri, providing how the cost shall be made and levied; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. Authorizing the City of Joplin to enter into an Economic Development Agreement with the Missouri Highways and Transportation Commission for Roadway and Bridge Improvements Project No. 712181, on I-44 between Route 249 and Route 66, in Jasper County, Missouri.

Section 2. That the City Manger is hereby authorized to enter into an agreement on behalf of the City of Joplin.

Section 4. This Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert- Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 19, 2013

Item: COUNCIL BILL NO. 2013-219
Originating Department: PUBLIC WORKS - MAPS

Attachments: 1) Copy of Grant Offer (Application for State Operating Assistance)
2) Copy of Grant Agreement
3) Copy of Ordinance

Department Head: Sam Anselm	Date: 8/12/13
Finance Department: Leslie Haase	Date: 8/13/13
City Attorney: Brian Head	Date: 8-15-13
City Manager: Mark Rohr	Date: 8-12-13

Recommended Action: Authorization of an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

Background: The City of Joplin has operated the Metro Area PublicTransit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the MPO area and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin. The combined services provide approximately 13,000 rides per month. During the last City fiscal year, these services provided 155,058 total rides. The majority of MAPS & Trolley riders are elderly, disabled, or have no personal transportation available. The system operates Monday through Saturday.

Discussion: MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other major communities in the MPO. Additionally, the Federal Transit Administration reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $4,761 in grant funds, which is a $143.00 reduction from the funds paid in the State's fiscal 2013.

Recommendation: Staff recommends that the City apply for these funds and enter into an agreement with the Missouri Department of Transportation for their use in operating the MAPS and Sunshine Lamp Trolley systems.

Application

Missouri State Transit Assistance Program

Applicant Agency Name:	City of Joplin
Street and Mailing Address:	602 S. Main
City, State (Missouri), Zip+4 Code	Joplin, MO 64801

Agency Contact Person - Name	Robert Lolley
Contact Person: e-mail Address	rlolley@joplinmo.org
Contact Person: Work Phone	417-625-4793
Contact Person: Fax Number	417-625-4747

Eligibility Criteria: (Check All That Apply):

(If operating both urbanized and rural transit service, submit separate applications)

☑	A City
☐	A City Transit Authority
☐	A City Utilities Board
☐	An Interstate Transit Authority (as defined in 94.600 RSMo)
☐	An Intrastate Transportation Authority
☑	A recipient / sub-recipient of FTA Sec. 5307 urbanized formula funds
☐	A sub-recipient of FTA Section 5311 non-urbanized formula funds

Operating and Capital Costs for Operating Public Transit Service in Missouri

Costs / Year	2010	2011	2012
Transit Operating Costs	$685,077	$925,732	$1,100,985
Transit Capital Costs	$980,843	$390,231	$261,064
Total: Transit Operating + Capital Costs	$1,665,920	$1,315,963	$1,362,049

Past and Projected Annual Passenger Ridership in Missouri (unlinked trips):

2010	125,322		
2011		130,809	
2012			155,058
2014 Projected			161,000

Agency's Missouri Transit Service Area Population: Urbanized: 84,807 Rural:

Annual Vehicle Miles Operated;	2010	2011	2012
	285,684	275,698	352,234
Cost per Mile (divide total cost by miles)	$5.83	$4.77	$3.87

(Complete remainder of application on back of form)

Cost per Passenger (divide total cost by ridership)	2010	2011	2012
	$13.29	$10.06	$8.78

Description of Proposed Year 2013 Public Transit Service in Missouri

Days of Transit Operation:	Monday-Saturday
Weekday Hours of Operation:	6AM-6PM
Saturday Hours of Operation:	8:30AM-4PM
Sunday Hours of Operation:	NONE

Amount of Annual Local Effort or Tax Support for Transit:

2010	2011	2012
538,707	$540,912	$475,484

Description of local financial effort or local tax support for appliant's public transit service:

Transportation Sales Tax with no sunset in place. Transit service competes with City of Joplin road and bridge projects for inclusion in annual budget.

Applicant Agency Authorized Signature:	Date:
Robert Kelley	5/15/13

Submit completed and signed application to:

Transit Section - Multimodal Operations
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102-0270
or FAX to: (573) 526-4709
or e-mail to: Transit@modot.mo.gov

For Technical Assistance: Transit@modot.mo.gov

Tele: (573) 751-2523

Form located at:
http://www.modot.mo.gov/othertransportation/transit/transitapplicationsreportsprograms.htm

(Version 2013-03-07)

CCO Form: TC09
Approved: 06/96 (RMH)
Revised: 09/10 (AML)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PUBLIC TRANSIT OPERATING
ASSISTANCE GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Transportation Fund and to set forth the conditions upon which the assistance will be provided;

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

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Public Transportation Budget and Service Statement" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of Four Thousand Seven Hundred Sixty-One dollars ($4,761) during the period from July 1, 2013, to June 30, 2014.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or

has been, in violation of any of the terms of this Agreement.

(10) COMMISSION'S REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(11) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with every applicable provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

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

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

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

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

(17) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part

of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(18) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Grantee:

_____

_____

_____

Facsimile No.:_____

(B) To the Commission:

Missouri Department of Transportation
105 W. Capitol Ave., P.O. Box 270
Jefferson City, MO 65102
Facsimile No.: 573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[Remainder of page intentionally left blank.]

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

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

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____
Director, Multimodal Operations

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Counsel for the Commission

GRANTEE

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

_____
Counsel

_____
Ordinance Number (if applicable)

Attachment A

Application

Missouri State Transit Assistance Program

Applicant Agency Name:	City of Joplin
Street and Mailing Address:	602 S. Main
City, State (Missouri), Zip+4 Code	Joplin, MO 64801
Agency Contact Person - Name	Robert Lolley
Contact Person: e-mail Address	rlolley@joplinmo.org
Contact Person: Work Phone	417-625-4793
Contact Person: Fax Number	417-625-4747

Eligibility Criteria: (Check All That Apply):

(If operating both urbanized and rural transit service, submit separate applications)

☑	A City
☐	A City Transit Authority
☐	A City Utilities Board
☐	An Interstate Transit Authority (as defined in 94.600 RSMo)
☐	An Intrastate Transportation Authority
☑	A recipient / sub-recipient of FTA Sec. 5307 urbanized formula funds
☐	A sub-recipient of FTA Section 5311 non-urbanized formula funds

Operating and Capital Costs for Operating Public Transit Service in Missouri

Costs / Year	2010	2011	2012
Transit Operating Costs	$685,077	$925,732	$1,100,985
Transit Capital Costs	$980,843	$390,231	$261,064
Total: Transit Operating + Capital Costs	$1,665,920	$1,315,963	$1,362,049

Past and Projected Annual Passenger Ridership in Missouri (unlinked trips):

2010	125,322		
2011		130,809	
2012			155,058
2014 Projected			161,000

Agency's Missouri Transit Service Area Population: Urbanized: 84,807 Rural:

Annual Vehicle Miles Operated;	2010	2011	2012
	285,684	275,698	352,234
Cost per Mile (divide total cost by miles)	$5.83	$4.77	$3.87

(Complete remainder of application on back of form)

Cost per Passenger (divide total cost by ridership)	2010	2011	2012
	$13.29	$10.06	$8.78

Description of Proposed Year 2013 Public Transit Service in Missouri

Days of Transit Operation:	Monday-Saturday
Weekday Hours of Operation:	6AM-6PM
Saturday Hours of Operation:	8:30AM-4PM
Sunday Hours of Operation:	NONE

Amount of Annual Local Effort or Tax Support for Transit:

2010	2011	2012
538,707	$540,912	$475,484

Description of local financial effort or local tax support for appliant's public transit service:

Transportation Sales Tax with no sunset in place. Transit service competes with City of Joplin road and bridge projects for inclusion in annual budget.

Applicant Agency Authorized Signature:	Date:
Robert Kelley	5/15/13

Submit completed and signed application to:

Transit Section - Multimodal Operations
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102-0270
or FAX to: (573) 526-4709
or e-mail to: Transit@modot.mo.gov

For Technical Assistance: Transit@modot.mo.gov

Tele: (573) 751-2523

Form located at:
http://www.modot.mo.gov/othertransportation/transit/transitapplicationsreportsprograms.htm

(Version 2013-03-07)

COUNCIL BILL NO. 2013-219 ORDINANCE NO.

AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System, and containing an emergency clause.

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

Section 1. That the City of Joplin, Missouri, shall make Application to the Missouri Department of Transportation for state funds in the amount of $4,761 to be used for operating assistance for the Metro Area PublicTransit and Sunshine Lamp Trolley Systems;

Section 2. That the City of Joplin, Missouri, understands that such funds, if granted, do not require a local match.

Section 3. That the City Manager is hereby authorized and directed to execute said Application and Agreement on behalf of the City of Joplin, Missouri, and to submit said documents to the Missouri Department of Transportation.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 19, 2013

ITEM: Council Bill No. 2013-509
ORIGINATING DEPARTMENT: Finance Department

ATTACHMENTS: 1) COPY OF COUNCIL BILL
2) COPY OF PUBLIC HEARING NOTICE
3) COPY OF AVERAGE PROPERTY TAX CALCULATION

FINANCE DIRECTOR:	Leslie Haase LH	**DATE:** 8-5-13
CITY ATTORNEY:	Brian Head	**DATE:** 8-5-13
CITY MANAGER:	Mark Rohr	**DATE:** 8/6/13

BACKGROUND:
This is a public hearing to discuss the proposed fiscal year 2013-2014 property tax levy for the City of Joplin and for the affirmation of the tax levy of the Joplin Public Library District. The maximum authorized property tax levy is 54.0 cents and the CPI is 1.7% based on calculations by the State Auditor's office. The property tax of the City of Joplin represents a very small portion of the overall property tax liability for the citizens of Joplin. Property tax provides approximately .47% of the general government revenue and is used to fund a portion of Health, Parks, and Solid Waste activities.

Staff is recommending the acceptance of the amount calculated utilizing the State Auditor's worksheet, which represents an increase in the City property tax rate from $.1620 to $.1686. The library rate will remain the same at $.2545 as set forth by Missouri Statute. The total rate will be $.4231 per $100 of assessed valuation, which is up from $.4165 for last year. Property tax is expected to generate $901,602 for the City and $1,203,167 for the library. The property tax for a home with an assessed valuation of $100,000 will be $80.39 for both the city and the library portion of the property tax. This represents an increase of $1.25 on a home with an assessed valuation of $100,000.

DISCUSSION:
The City of Joplin will levy a property tax of $0.1686 per $100 assessed valuation and the Library District will levy a tax of $0.2545 per $100 assessed valuation.

According to preliminary assessment valuations for 2013 released by the County Clerk's Offices of Jasper and Newton Counties, the assessed valuations for each county for the city are:

	2012	2013
Jasper County	$394,622,800	$424,471,500
Newton County	121,780,203	132,568,068
Total – Both Counties	$516,403,003	$557,039,568

The property tax rate must be set by ordinance by September 1st of each year.

RECOMMENDATION.
It is recommended that this Council Bill be passed on an emergency basis.

COUNCIL BILL NO. 2013-509 **ORDINANCE NO.**

AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2013 in the amount of Sixteen and Eighty-Six Hundredths Cents ($0.1686) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2013 in the amount of Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. There be and is hereby levied Five and Sixty-Two Hundredths Cents ($0.0562) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Health and Welfare of the City of Joplin.

Section 2. There be and is hereby levied Five and Sixty-Two Hundredths Cents ($0.0562) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Solid Waste/Landfill Closure and Post Closure of the City of Joplin.

Section 3. There be and is hereby levied Five and Sixty-Two Hundredths Cents ($0.0562) on One Hundred Dollars valuation of all such property as is assessed by City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Parks and Recreation of the City of Joplin.

Section 4. There be and is hereby levied Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purpose of creating a fund for the Free Public Library District of the City of Joplin.

Section 5. That this Ordinance, fixing a tax rate or assessment of the City, is an emergency within the meaning of Section 2.12(5) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

COUNCIL BILL NO. 2013-509 **ORDINANCE NO.**

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

CITY OF JOPLIN
PUBLIC HEARING

The City of Joplin, Missouri will hold a public hearing during the regular meeting of the City Council on Monday, August 19, 2013 at 6:00 p.m. in the Council Chambers of the Joplin City Hall located at 602 South Main Street, Joplin, Missouri.

The purpose of the hearing will be to obtain public input concerning the proposed real estate tax levy for the 2013-2014 fiscal year. The tables below provide the preliminary assessed valuations for 2012 and 2013 of taxable real property located within the City of Joplin and the Joplin Library District for comparative purposes. Also presented are the estimated net tax collections for each of the funds for which a tax is levied. Final rates adopted by Council may change slightly due to final assessed values sent to the State by the County.

Entity	2012 Locally Assessed Valuation	2013 Locally Assessed Valuation	2013-2014 Estimated Tax Revenue	Estimated Delinquent Taxes (4%)	2013-2014 Estimated Net Tax Receipts
City of Joplin	$516,403,003	$557,039,568	$939,169	$37,567	$901,602
Joplin Public Library	$461,116,701	$492,455,245	$1,253,299	$50,132	$1,203,167
			$2,192,467	$87,699	$2,104,769

TAX REVENUE ESTIMATES FOR 2012-2013

Fund	2012 Tax Rate	Proposed 2013 Tax Rate	Estimated 2012 Net Tax Revenues	Estimated 2013 Net Tax Revenues
Health & Welfare Fund	$0.0540	$0.0562	$267,703	$300,534
Parks & Recreation Fund	$0.0540	$0.0562	$267,703	$300,534
Solid Waste Mgmt Fund	$0.0540	$0.0562	$267,703	$300,534
Joplin Public Library	$0.2545	$0.2545	$1,126,600	$1,203,167
TOTALS	$0.4165	$0.4231	$1,929,710	$2,104,769

Leslie Jones, C.P.A., C.M.A.
Director of Finance
City of Joplin, Missouri

CITY OF JOPLIN, MISSOURI
PROPERTY TAX LEVY CALCULATION
FOR FISCAL YEAR 2007-2008

NEW TAX RATE

APPRAISED VALUE OF RESIDENCE	MULTIPLIED BY	ASSESSMENT RATIO FOR RESIDENTIAL	DIVIDED BY	PER $100 OF ASSESSED VALUATION	MULTIPLIED **CITY & LIBRARY** RATE	EQUALS	TAX LIABILITY PER YEAR
$100,000.00	X	19%	/	100	0.4231	=	$ 80.39

PRIOR YEAR TAX RATE

APPRAISED VALUE OF RESIDENCE	MULTIPLIED BY	ASSESSMENT RATIO FOR RESIDENTIAL	DIVIDED BY	PER $100 OF ASSESSED VALUATION	MULTIPLIED CITY RATE	EQUALS	TAX LIABILITY PER YEAR
$100,000.00	X	19%	/	100	0.4165	=	$ 79.14
		Total increase in tax liability				**$ 1.25**	

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: August 19, 2013

ITEM: Council Bill No. 2013-617 Authorizing the fire chief to enter into an agreement With Diamond Fire Department, Granby Fire Department, Seneca Fire Department, Seneca Fire Protection District, East Newton Fire Department, Neosho Fire Department, Redings Mills Fire Department, Goodman Fire Department, Stella Fire Department, Stark City Fire Department, Fairview Fire Department, Wheaton Fire Department, Pierce City Fire Department, Sarcoxie Fire Department and Sarcoxie Rural Fire District.

ORIGINATING DEPARTMENT: Fire Department.

ATTACHMENTS: Council Bill No. 2013-617; Mutual Aid Agreement.

FIRE DEPARTMENT:	MITCHELL D. RANDLES	**DATE: 8/12/2013**
CITY MANAGER:	R. Mark Rohr	**DATE:**
LEGAL:	Brian W. Head	**DATE:**

INTRODUCTION:

This council bill will allow the Fire Chief to enter into a mutual aid agreements between the City of Joplin and Diamond Fire Department, Granby Fire Department, Seneca Fire Department, Seneca Fire Protection District, East Newton Fire Department, Neosho Fire Department, Redings Mills Fire Department, Goodman Fire Department, Stella Fire Department, Stark City Fire Department, Fairview Fire Department, Wheaton Fire Department, Pierce City Fire Department, Sarcoxie Fire Department and Sarcoxie Rural Fire District. The entry in to this mutual aid agreement is mutually beneficial to the Citizens of Joplin and the Citizens of the various agencies in providing a safe environment for our residents.

DISCUSSION:

This is an update of a current Mutual Aid Agreement which the City of Joplin Fire Department participates in with the listed agencies which have coverage areas located in Jasper, Newton and McDonald Counties. The need to update the agreement has become apparent as each of the participating departments now has new or different Fire Chiefs. As seen in several instances over the year's Fire departments must rely on each other to provide assistance when the number or size of an event or events overwhelm the capacity of the requesting department.
Aid is given only when the department has units available to send to an event. There is no charge for either equipment or personnel to the requesting agency.

RECOMMENDATION:

The Fire Department recommends Council Bill be passed on an Emergency basis.

Mutual Aid Agreement

THIS AGREEMENT, is made and entered into this ____ day of _____ 2013_, by and between the municipalities, governmental jurisdictions, fire districts, ambulance agencies, dispatch centers, and state agencies as listed in Appendix "A" through their duly authorized City Manager, Board Director, Fire Chief, Ambulance Administrator, or other lawfully designated representative, for mutual assistance for fires and other types of emergency incidents as described under the terms of this agreement for jurisdictions participating.

WITNESSETH:

WHEREAS, agreements for mutual assistance in response to fire, medical, and other related emergencies have existed between municipalities, governmental jurisdictions, fire districts, ambulance agencies, dispatch centers, law enforcement agencies and state agencies; and

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, fire districts, ambulance agencies, dispatch centers, law enforcement agencies, and state agencies joining in this agreement, to continue and improve the nature and coordination of emergency assistance to incidents that threaten the loss of life or property within the geographic boundaries of their respective jurisdictions; and

WHEREAS, it is the desire of these municipalities, governmental jurisdictions, fire districts, and ambulance agencies to initiate and/or renew a "Mutual Aid Agreement" for response to fire, medical, hazardous materials, rescue and extrication, and other related emergencies.

WHEREAS, this agreement shall benefit the residents of the jurisdictions participating by providing expanded emergency services to such residents in order to better protect the health and safety of such residents.

NOW, THEREFORE, IT IS AGREED:

1. That the agencies joining in this discretionary agreement agree, for the purpose of emergency response, that certain formal operating procedures shall be followed in terms of requesting, dispatching, and redeploying emergency units and operating at the scene of emergency incidents. (Appendix B)

2. It is understood and agreed that the jurisdiction requesting assistance shall be the sole judge of how much assistance is needed, and the jurisdiction receiving the request for assistance shall have the responsibility of determining, pursuant to the governmental policy of the jurisdiction, the level and amount of resources, including equipment and personnel, to be devoted in response to the requested assistance furnished to any given incident; and that neither party is in any way liable to the other or to any other person, firm or corporation for the determination to supply or not to supply, or to limit the amount of assistance supplied upon such request following such determination.

3. It is understood and agreed that the assisting agency shall operate under the direction of command or other authorized person in control of emergency operations for the jurisdiction requesting assistance. It is agreed to that all responding agencies will operate under standard Incident Management System guidelines, will account for all firefighters on scene and will establish interoperable communications. It is also understood that in the event an emergency occurs along the border between the two agreed agencies, the first arriving agency at the scene shall direct all operations and support activities and request such additional assistance as is needed, until arrival of the responsible agency which will then transfer command to the responsible agency. (Appendix C)

4. It is further agreed that the scope of this agreement may include mutual assistance in responding to fires, medical emergencies, hazardous materials incidents, rescue and extrication situations, and other types of emergency incidents that are within the scope of services provided by the agencies.

5. Nothing in this agreement shall limit the ability of any or all of the parties from agreeing to participate in more specific contracts for services, mutual assistance, or automatic response; nor shall this prohibit any party from providing emergency assistance to another jurisdiction that is not a participant to this agreement.

6. It is understood that no party to this agreement by the execution of said agreement or by the requesting or providing of assistance under this agreement has assumed any binding legal responsibility to provide the resources, equipment, facilities, or personnel of such responding jurisdiction outside its geographic area of jurisdiction, either in the instance of the initial request for assistance of any future request for assistance.

7. Each party to this agreement shall defend, indemnify and hold harmless all other parties to this Agreement from and against any and all liability, loss, expense, attorneys fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, agents, or employees. All parties signing this agreement agree to keep and maintain in full force and effect worker's compensation insurance and liability insurance and provide proof of the same to the other parties upon request.

8. It is understood that no parties to this agreement shall be under any obligation to reimburse the other parties for any costs or services incurred pursuant to rendering of or acceptance of equipment or manpower under the terms of this agreement. The jurisdiction requesting assistance shall reimburse the jurisdiction providing assistance for consumables utilized at the incidents. Exceptions: see number 11 and 12.

9. In the event of a hazardous substance release, the authority having jurisdiction shall bill the person having control over the substance per Missouri Revised Statute "260.546" also known as the "Missouri Spill Bill". Agencies providing aid to the requesting jurisdiction for the purpose of responding and securing the situation shall bill the requesting jurisdiction for services rendered per "260.546". The requesting jurisdiction shall reimburse the responding agency for appropriate billed services upon payment by the responsible party. It is understood that if a responsible party cannot be identified or the spiller defaults on payment, and all avenues of reimbursement have been exhausted, the jurisdiction requesting assistance will not be held responsible for reimbursement of the agency responding for assistance.

10. In large scale emergencies the responding agencies shall submit documentation on resource use at the event (personnel and equipment) to the authority having jurisdiction. This documentation shall commence at the en route time of the responding parties. In the event that the emergency qualifies for state and/or federal reimbursement, both parties shall follow procedures as described in FEMA policy "9523.6" to submit appropriate documentation and requests for mutual aid reimbursement.

11. It is not intended by this agreement to create, and nothing contained in this agreement shall create, any partnership, joint venture, or similar arrangement among the parties hereto.

12. The parties further understand that this agreement supersedes any previous mutual aid agreement between any of the parties hereto; it is also further understood that this agreement includes any Automatic Aid Agreement between specific named parties in conjunction with established CAD responses.

13. The jurisdictions requesting assistance shall not be responsible for providing any insurance coverage's for the responding agencies or their personnel.

14. All personnel of any agency responding under this agreement shall have such legal authority to perform the assigned duties as the requesting agency has in its jurisdiction.

15. Each individual agency shall be responsible for adequately equipping and training all personnel responding to any request for mutual aid. All personnel provided in response to such request shall be duly certified by such agency to provide the level of emergency services commensurate with the rank and duties assigned to such personnel by the responding agency. The requesting agency shall have no liability for the failure of any equipment supplied by a responding agency or the failure of any personnel to properly use such equipment in accordance with standard emergency response practices.

16. This agreement shall not be construed as an agreement for the benefit of any third party.

This Mutual Aid Agreement shall commence upon signature of all parties and continue in force until terminated by formal act of the parties to this agreement, and, if terminated by one or more parties, thirty (30) days notice in writing of intention to terminate shall be given to all parties involved. Withdraw by one or more parties shall not terminate the agreement between the remaining parties.

IN WITNESS WHEREOF, this Agreement is dated the year and date first above written.

APPENDIX A

PARTICIPATING FIRE AGENCIES

Diamond Area Fire Protection District
PO Box 461
Diamond, MO 64840
Chief Gerald Ezell

Authorized Signature

Printed Name & Title

Granby Fire Department
PO Box 500
Granby, MO 64844
Chief Kevin Johnson

Authorized Signature

Printed Name & Title

East Newton Fire Protection District
PO Box 371
Granby, MO 64844
Chief Kevin Johnson

Authorized Signature

Printed Name & Title

Seneca Fire Department
PO Box 485
Seneca, MO 64865
Chief Darren King

Authorized Signature

Printed Name & Title

Neosho Fire Department
125 N. College St.
Neosho, MO 64850
Chief Mike Eads

Authorized Signature

Printed Name & Title

Seneca Fire Protection District
PO Box 93
Racine, MO 64858
Chief Roy Lankford

Authorized Signature

Printed Name & Title

Redings Mill Fire Protection District
PO Box 2309
Joplin, MO 64803
Chief Steve Coats

Authorized Signature

Printed Name & Title

Neosho Area Fire Protection District
PO Box 7
Neosho, MO 64850
Chief Mike Eads

Authorized Signature

Printed Name & Title

Goodman Fire Department
PO Box 55
Goodman, MO 64843
Chief Jerry Richmond

Authorized Signature

Printed Name & Title

Stark City Fire Department
229 Stella Ave.
Stark City, MO 64866
Chief Wayne Wolgamott

Authorized Signature

Printed Name & Title

Stella Fire Department
74 Route D
Rocky Comfort, MO 64861
Chief Tim Miller

Authorized Signature

Printed Name & Title

Fairview Fire Department
PO Box 142
Fairview, MO 64842
Chief Greg Kruse

Authorized Signature

Printed Name & Title

Wheaton Fire Department
PO Box 10
Wheaton, MO 64874
Chief Bob Lombard

Authorized Signature

Printed Name & Title

Sarcoxie Fire Department
PO Box 130
Sarcoxie, MO 64862
Chief Anthony Sivils

Authorized Signature

Printed Name & Title

Pierce City Fire Department
PO Box 134
Pierce City, MO 65723
Chief Rick Mercer

Authorized Signature

Printed Name & Title

Sarcoxie Rural Fire Department
PO Box 130
Sarcoxie, MO 64862
Chief Anthony Sivils

Authorized Signature

Printed Name & Title

City of Joplin Fire Department
303 E. 3rd Street
Joplin, MO 64801
Chief Mitch Randles

Authorized Signature

Printed Name & Title

APPENDIX B

COMMUNICATION AND DISPATCHING PROCEDURES

STANDARD OPERATING PROCEDURE FOR COMMUNICATIONS AND DISPATCHING DURING AN EMERGENCY INCIDENT INVOLVING AUTOMATIC OR MUTUAL AID FROM AGENCIES PARTICIPATING IN THIS AGREEMENT

Purpose: To define the appropriate procedures for communicating and dispatching multiple agencies during large-scale emergency incidents.

Notification of Incident

Once assistance has been requested by a host agency, the requested agency will be notified by their dispatch center and the request should include the following information:

1. Location of Incident
2. Equipment Requested
3. Staging Location
4. Response Frequency

The responding agencies should plan to report to staging immediately on arrival.

Dispatching Procedures & CAD Set up

Newton County Central Dispatch has elected to coordinate automatic and mutual aid requests utilizing a first through fourth alarm system.

First Alarm – Automatic Aid and will be simulcasted during initial dispatch
Second through Fourth Alarms – Mutual Aid and will only be dispatch after a request is received.

Participating agencies will be required to designate someone to work with Newton County Central Dispatch in the set up and maintenance of their respective agencies auto and mutual aid matrix.

Newton County Central Dispatch has directed that all CAD recommendations will be set up specific to the Department and not apparatus specific.

Dispatch Terminology

In order to standardize terminology between agencies and to promote greater interoperability, Newton County Central Dispatch has designated the following terms to be used for apparatus:

Resource	Designation	Example
Fire Department Pumping Apparatus	Engine	Seneca District Engine 1
Fire Department Water Hauling Apparatus	Tanker	Seneca District Tanker 1
Fire Dept. Brush Fire Response Apparatus	Brush Unit	Seneca District Brush Unit 1
Fire Dept. Rescue Response Unit	Rescue or Squad	Seneca District Rescue 1
Fire Dept. Aerial Response Unit	Ladder	Neosho Ladder 1
Fire Department Service Truck	Service	Seneca Service 1

Resource Assignment

In order to maintain control of response and to allow Incident Command to know what resources are responding, the following resource assignment protocol will be used:

Resource Requested	Apparatus Responded	Maximum Personnel
Tanker Request	One (1) Tanker	2 Personnel
Engine Request	One (1) Engine	4 Personnel
Brush Unit Request	One (1) Brush Unit	2 Personnel
Additional Personnel	One (1) Engine	4 Personnel
Special Request	Depends on request	Depends on Request

Procedures during response

The responding automatic/mutual aid company shall immediately switch to the frequency designated during dispatch and advise the host agencies dispatch that they are en route to the incident. Responding personnel should make every attempt to keep the airwaves clear of un-necessary radio traffic as well as monitor the situation developing at the incident. Information that should be provided to the host agencies dispatch is:

1. Apparatus en route
2. Apparatus arrival
3. Apparatus clearing incident
4. Notification of returning to primary frequency

Apparatus involved in water shuttle operations will not advise the dispatch center of status changes during water shuttle operations. This will eliminate a large amount of radio traffic for area dispatch centers.

Procedures for communications at the incident

It is important for the Incident Commander to treat communications very similarly to incident command structure and ensure that the communications plan is branched out as the incident increases in size and/or complexity. The following procedures shall be implemented for responding automatic/mutual aid companies.

1. The initial operating frequency for each incident will be the host agencies primary operating channel.
2. All personnel involved in the incident will operate off of the assigned frequency, using only the non-repeated version of the frequency.
3. The Incident Commander will be responsible for assigning additional frequencies to Divisions or Groups.

Frequencies Used

The following is the listing of primary frequencies for use during emergency incidents utilizing automatic/mutual aid assistance:

Name	RX	TX	PL Decode	PL Encode	Operational Use
Neosho Fire	**154.190**	**150.805**	**110.9**	**110.9**	**Primary Fireground Ops**
Redings Mill Fire	**154.175**	**153.770**	**210.7**	**82.5**	**Primary Fireground Ops**
Seneca City Fire	**155.5875**	**158.8875**	**192.8**	**192.8**	**Primary Fireground Ops**
Seneca District Fire	**154.2200**	**159.045**	**118.8**	**118.8**	**Primary Fireground Ops**
Granby/East Newton	**154.310**	**159.015**	**118.8**	**118.8**	**Primary Fireground Ops**
Diamond Fire	**154.130**	**159.060**	**118.8**	**118.8**	**Primary Fireground Ops**
Goodman Fire	**154.9650**	**158.8500**	**110.9**	**110.9**	**Primary Fireground Ops**
Stark City Fire	**155.385**	**159.9500**	**131.8**	**131.8**	**Primary Fireground Ops**
Stella Fire	**158.775**	**153.8900**	**71.9**	**71.9**	**Primary Fireground Ops**
Fairview Fire	**155.385**	**159.9500**	**131.8**	**131.8**	**Primary Fireground Ops**
Sarcoxie Fire Private	**155.925**	**158.895**	**100.0**	**100.0**	**Primary Fireground Ops**

When a scene begins to increase in size or complexity or multiple incidents begin cluttering the airwaves, the Incident Commander shall start utilizing the following frequencies to help manage communications:

Name	TX	RX	PL Decode	PL Encode	Operational Use
FMA Call	**154.280**	**154.280**	**N/A**	**156.7**	**Incident Command**
COM1	**154.265**	**154.265**	**N/A**	**156.7**	**Division/Group**
COM2	**154.295**	**154.295**	**N/A**	**156.7**	**Division/Group**
COM3	**154.27250**	**154.27250**	**N/A**	**156.7**	**Division/Group(Narrow)**
COM4	**154.28750**	**154.28750**	**N/A**	**156.7**	**Division/Group(Narrow)**
STAGING	**154.30250**	**154.30250**	**N/A**	**156.7**	**Staging(Narrow)**

If the scene expands to a multi-jurisdictional response requiring a large scale response of local, state, and/or federal resources the following frequencies will be used:

Name	TX	RX	PL Decode	PL Encode	Operational Use
MTAC	**154.680**	**154.680**	**N/A**	**156.7**	**Hailing Frequency**
VCALL 10	**155.7525**	**155.7525**		**156.7**	**Hailing Frequency (Nar)**
VTAC 11	**151.13750**	**151.13750**	**N/A**	**156.7**	**Division/Group(Narrow)**
VTAC 12	**154.45250**	**154.45250**	**N/A**	**156.7**	**Division/Group(Narrow)**
VTAC 13	**158.73750**	**158.73750**	**N/A**	**156.7**	**Division/Group(Narrow)**
VTAC 14	**159.47250**	**159.47250**	**N/A**	**156.7**	**Division/Group(Narrow)**

COUNCIL BILL NO. 2013-617 ORDINANCE NO.

AN ORDINANCE authorizing and approving the City of Joplin Fire Department to enter into a Mutual Aid Agreement with several fire departments in Jasper, Newton and McDonald Counties, and authorizing the Fire Chief to execute the Mutual Aid Agreement by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the Mutual Aid Agreements between the City of Joplin and Diamond Fire Department, Granby Fire Department, Seneca Fire Department, Seneca Fire Protection District, East Newton Fire Department, Neosho Fire Department, Redings Mills Fire Department, Goodman Fire Department, Stella Fire Department, Stark City Fire Department, Fairview Fire Department, Wheaton Fire Department, Pierce City Fire Department, Sarcoxie Fire Department and Sarcoxie Rural Fire District, is mutually beneficial to the Citizens of Joplin and the Citizens of the various agencies in providing a safe environment for our residents, is hereby approved.

Section 2. That the Fire Chief is hereby authorized and directed to execute said Mutual aid Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing generally with the immediate preservation of the public peace, property, health and safety for the City of Joplin, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: August 19, 2013

ITEM: Council Bill No. 2013-623 approving and authorizing a Memorandum of Understanding and TKF Grant Administration Agreement between Drury University and the City of Joplin relating to the creation of an "Open Space Sacred Place" (OSSP) in Cunningham Park.

ORIGINATING DEPARTMENT: Parks and Recreation.

ATTACHMENTS: Council Bill No. 2013-623, Memorandum of Understanding, TKF Grant Administration Agreement, Attachment "A" and Attachment "B".

DEPARTMENT HEAD:	Chris Cotten	**DATE:** 8-12-13
CITY MANAGER:	R. Mark Rohr	**DATE:** 8-12-13
FINANCE:	Leslie Haase	**DATE:** 8-13-13
LEGAL:	Brian W. Head	**DATE:** 8-9-13

INTRODUCTION: In October of 2011, the City made arrangements to purchase seven lots in Cunningham Park to enlarge the park after the May 2011 tornado. Part of the property was set aside for an educational component as laid out in the Wal-Mart grant that was given to help rebuild Cunningham Park. On June 18th, 2012 a plan outlining the Overlook Project was presented to the City Council for approval, the project was given the green light.

DISCUSSION: Cornell University reached out to the Parks and Recreation Department soon after the May 22 tornado to discuss working with them and the TKF Foundation to develop an education station/place of healing within the park. Drury University agreed to be the local education based resource on the project and a joint proposal was given to the TKF Foundation by Drury and the Parks Director at Cunningham Park. Mayor Colbert-Kean attended the presentation. TKF awarded funding to Drury University to help with the project. This MOU lays out the joint operational agreement between Drury and the Parks and Recreation Department to construct the project. The project is to be complete by November 22, 2013.

RECOMMENDATION:

Staff recommends Council Bill be passed on an Emergency basis.

COUNCIL BILL NO. 2013-623 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding and a TKF Grant Administration Agreement by and between Drury University and the City of Joplin, Missouri, a Municipal Corporation, relating to the creation of an "Open Space Sacred Place" (OSSP) in the City's Cunningham Park; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Memorandum of Understanding and the TKF Grant Administration Agreement by and between Drury University and the City of Joplin, Missouri, a Municipal Corporation, relating to the creation of an "Open Space Sacred Place" (OSSP) in the City of Joplin's Cunningham Park, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same are, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Memorandum of Understanding and TKF Grant Administration Agreement on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with a public improvement is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN
DRURY UNIVERSITY AND THE CITY OF JOPLIN

Drury University, the City of Joplin and others have developed and presented a proposal to the TKF Foundation to create an Open Space Sacred Place (OSSP) within Cunningham Park. In accepting this proposal, 1) the TKF Foundation awarded a grant to Drury University to create this OSSP, 2) the City of Joplin has agreed to provide resources for the project including land for the establishment of the OSSP, internal resources of staff time, materials and supplies, funding from a third party grant, and 3) Drury for its part will contribute in-kind staff, supplies and materials, all of which are specified in the proposal.

The OSSP is a collaboratively-designed outdoor space that will memorialize the tragic tornado of May 22, 2011and is intended to promote reflection and healing through interaction with nature and the OSSP structures. From its experience in creating other OSSPs elsewhere in the United States, the TKF Foundation has found that providing an opportunity for written self-expression during reflection can be helpful in promoting psychological healing from devastating loss. Accordingly, the Joplin OSSP will include a weather-resistant journal within which visitors may inscribe their thoughts. Among its other obligations to maintain the OSSP, Joplin Parks and Recreation Department will periodically retrieve the journal and send it for archiving, with replacement journals provided by the TKF Foundation. Over the years, the participants hope to review these journals to better understand the process of how a community heals at a personal level. In this way, the OSSP becomes a living and personal memorial for all those impacted by the tornado. Stewarded as intended, an OSSP can have a healing effect beyond that which would be achievable with a static memorial plaque or statue.

Through this Memorandum of Understanding, Drury University and the City of Joplin commit to establishment of the OSSP. For its part, Drury shall administer the TKF Foundation grant for the construction and programmatic establishment of the OSSP. For its part, the City of Joplin will provide the land for the OSSP, will participate in the construction, and maintain the OSSP on a long-term basis.

DRURY UNIVERSITY

By _____ Date _____
Typed Name:
Title:

CITY OF JOPLIN

By _____ Date _____
Typed Name:
Title:

TKF GRANT ADMINISTRATION AGREEMENT
BETWEEN DRURY UNIVERSITY AND
THE CITY OF JOPLIN

This Administration Agreement ("Agreement") is effective _____, 2013 between Drury University, a body corporate organized and existing under the laws of the State of Missouri and located at 900 N. Benton Avenue, Springfield, Missouri 65802 ("Drury") and _____ the City of Joplin, (Address), Joplin, Missouri (zip code) ("Joplin"). Drury and Joplin are referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Drury, has entered into a grant agreement with The TKF Foundation ("TKF") under its National Open Spaces Sacred Spaces Initiative ("Grant" – Attachment A); and

WHEREAS, Grant commits funding from TKF to Drury over a five-year period for an integrated design and research project termed "Landscapes of Resilience"; and

WHEREAS, Drury submitted a proposal to TKF termed the same which outlines the scope of the project, collaborators and other information ("Proposal") which are incorporated directly into Grant or by reference terms, conditions and obligations; and,

WHEREAS, Drury is authorized to spend the funds provided in the Grant pursuant to the budget included in the Grant, and is charged with achieving the milestones described in the Grant and performing the activities described in the Proposal; and

WHEREAS, Joplin is one of the institutions included in the Proposal for the purpose of performing certain activities as set forth in the Proposal, such performance with respect to Joplin and the other institutions being referred to herein as "the Project"; and

WHEREAS, the Parties acknowledge that other parties are part of the Project as originally proposed in the Proposal and acknowledged in the Grant; and

WHEREAS, Drury's role is the primary administrative body for the Grant, but neither this Agreement nor the Grant contemplate Drury nor TKF taking any ownership interest in any intellectual property of Joplin; and

WHEREAS, Joplin via their Parks and Recreation Department manages certain resources and third party grant resources that have been pledged for use in the Proposal; and

WHEREAS, the Parties have entered into a Memorandum of Understanding specifying the in broad terms their cooperation related to the Grant and enter into this Agreement as a means of specifying details of implementation of said Memorandum of

Understanding; and

WHEREAS, the Grant describes various long-term maintenance and stewardship obligations for improvements to Cunningham Park to be constructed in fulfillment of the Grant and in consideration of said improvement, Joplin is willing to assume said obligations; and

WHEREAS, the Parties intend this Agreement to govern Drury's and Joplin's involvement in the Project.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties hereinafter set forth, the Parties hereby agree as follows:

Agreement

Article I. Project Tasks or Deliverables

1.1 Joplin shall provide the necessary personnel, materials, and facilities to perform the work attributable to it described in the Proposal and as set forth in this Agreement including, but not limited to Attachment B. Joplin shall perform its work in a manner complying with the Grant, and will perform said work in a professional and diligent manner and will use reasonable efforts to complete its work within the relevant periods of performance.

1.2 Definitions of Project Tasks: Project activities and budgets shall be as set forth in Attachment B and any and all other activities as may be reasonably expected to be performed by Joplin pursuant to the Project.

1.3 The Period of Performance for the Agreement shall commence upon signing of this Agreement and end as specified in Attachment B unless modified by mutual consent of the Parties.

1.4 The Stewardship Period shall commence at the completion of construction of the site improvement to Cunningham Park and continue for the period as set forth in Attachment B. The Stewardship Period extends well beyond the completion of the TKF Grant and its budget periods, and the obligations related to said Stewardship Period shall survive completion of Project Tasks related to the Project Budget Periods, and the administrative project closeout of the Grant.

Article II. Key Personnel

2.1 Joplin's Project Coordinator is specified in Attachment B and shall have overall responsibility for performance of the services to be rendered by Joplin within the Project.

2.2 The Drury Project Coordinator will have overall responsibility for performance of the services to be rendered by Drury within the Project and for oversight of Joplin's performance under this Agreement. As defined in the Grant, Traci Sooter, Director of Design Build Programs, Hammons School of Architecture, Drury University is the Project Director.

2.3 Changes to Key Personnel of a Party shall require approval by the other Party, which shall not be unreasonably withheld.

Article III. Allowable Cost and Payment

3.1 Budget Periods: The Project performance period is March 25, 2013 through January 1, 2018, and is divided into five Budget Periods. Budget Period 1 will extend from March 25, 2013 through March 31, 2014, Budget Period 2 will extend from April 1, 2014 through March 31, 2015, Budget Period 3 will extend from April 1, 2015 through March 31, 2016, Budget Period 4 from April 1, 2016 through March 31, 2017, and Budget Period 5 form April 1, 2017 through January 1, 2018. Budgets are correlated to each Project Task and are set forth in the attachments to this Agreement to which they relate. The deadlines and amounts paid by TKF to Drury within each Budget Period are subject to revision by TKF, and Drury's and Joplin's obligations hereunder are conditioned on receipt of funds from TKF. In the event funding from TKF ceases before full distribution of the contemplated funding, Drury's and Joplin's obligations under this Agreement will cease. In the event funding from TKF is modified by TKF, Drury's and Joplin's obligations under this Agreement will be modified to correspond with such modifications in funding.

3.2 Reimbursement procedure: If applicable, Joplin shall periodically, but not more frequently than quarterly, submit Request for Payment to Drury. Deadlines for said requests shall be March 10, June 10, September 10 and December 10 of each budget year. Such requests shall be submitted in a format satisfactory to Drury and consistent with Drury's obligations for same as set forth in the Grant. Requests for Payment shall include at least the following documentation as well as any supplemental documentation that may be requested by Drury and/or TKF:

a. A full accounting of all payments made by Joplin and results accomplished since the previous payment. Joplin shall retain copies of all relevant invoices and receipts, and shall make them available for inspection by Drury and/or TKF upon their reasonable request.

b. An itemization of any matching funds and/or in-kind contributions used in the Project since the previous Request for Payment.

c. A description of all work completed or anticipated for which the current Request for Payment is submitted including all relevant invoices and any other documentation requested by Drury. It is anticipated that Requests for Payment will be for work that has been completed and invoiced to Joplin but not yet paid for by Joplin; however, it is acknowledged that, from time to time, a contractor may require a deposit in advance in order to begin work on a project. Such advance payments for work not yet completed may, when appropriate, be included in a Request for Payment.

d. All documentation must be submitted to the satisfaction of Drury and TKF before payment will be made on a Request for Payment.

e. Requests for Payment must be forwarded to Drury by email. Joplin shall be responsible for invoicing Drury pursuant to the amounts and terms of payment set forth in the relevant attachment(s). Payment on such invoices will be due thirty (30) calendar days following the date of receipt of funds by Drury from TKF. Invoices shall be submitted to:

Traci Sooter
Hammons School of Architecture
Drury University
900 N. Benton Avenue
Springfield, MO 65802

With conveyance by Email to tsooter@drury.edu,
With copy to nchikaraishi@drury.edu.

The Parties recognize that successful transmission and receipt of email communications are not fully assured. Accordingly, Drury shall, within 48 hours of receipt of an invoice from Joplin, provide acknowledgement of receipt of said receipt by email to the Joplin Project Coordinator. In the event that Joplin does not receive said acknowledgment in a timely fashion, it is the obligation of Joplin to contact Drury by any practical means to correct the situation

As indicated above, in order for Joplin to receive payment, these invoices must be in sufficient detail to indicate clearly the nature of all expenses. Each invoice shall include current amounts as well as cumulative amounts expended to date. Each invoice shall be accompanied by a technical update which shall describe the accomplishments during the period covered by the invoice. The final voucher must be submitted within thirty (30) calendar days after the cancellation or termination date of this Agreement, and must be marked "Final" by the Party.

Joplin shall provide any additional information and certifications as the other Party may hereinafter reasonably request concerning the work performed.

3.3 Limitation on Costs: For each Project Task, Joplin shall use its reasonable efforts to complete its work within the estimated budget. Joplin will promptly notify Drury in writing if its actual allowable expenses exceed or are projected to exceed total amounts estimated for the applicable scope of work and budget. Notwithstanding any term in this Agreement to the contrary, Drury's sole liability to Joplin hereunder shall be for the applicable estimated budget and scope of work in the Budget Period. In any event, Drury's obligation to reimburse or pay Joplin any amounts under this Agreement is subject to Drury first receiving adequate funding from TKF under the Grant.

3.4 Budget Revisions: For each Project Task, Joplin is authorized to redistribute its budget within or between budget categories, provided the amount does not exceed 10% of the budget for that category. Any revision that exceeds 10% shall require prior written approval by Drury. All revisions shall be done in accordance with generally accepted accounting principles. Joplin must obtain prior written approval from Drury to purchase capital equipment with funds from this Grant, unless such purchase is specifically contemplated in an attachment hereto.

3.5 Budget Balances: Each Project Task will be budgeted and accounted for separately.

3.6 Prevailing Wage: Any work not performed on this project that falls under the prevailing wage laws of the State of Missouri shall be paid pursuant to the prevailing wage laws of the State of Missouri.

Article IV. Intellectual Property

4.1 Publication Rights and Rights to Data, Patents and Inventions: Copyright on all materials created by Joplin and paid for by Drury and/or TKF as part of this Agreement shall be the property of Joplin. Both Parties and TKF may use these materials and may permit others to use them, for any purpose consistent with their respective missions and Joplin grants to Drury and TKF a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in all materials created by Joplin or by any subcontractor of Joplin and paid for by Drury and/or TKF as part of this Contract. Such license shall include the rights to publish, translate, reproduce, deliver, distribute, prepare derivative works, publicly perform and publicly display, dispose of, and to authorize others to do so. This material includes, but is not limited to: information,

data, databases, reports, documents, pamphlets, advertisement, books, magazines, photographs, surveys, studies, computer programs, computer models, and the methodology for those models, films, tapes and sound reproductions (Data).

Prior to the distribution of any grant funds, Joplin shall enter into a written agreement with each subcontractor of Joplin who will be performing research under this Agreement providing that the results of any such research shall be made available to Drury and TKF with a non-exclusive, royalty free, irrevocable license to publish, translate, reproduce, deliver, distribute, prepare derivative works, publicly perform and publicly display such results and to authorize others to do so. A copy of each written agreement shall be provided to Drury and through Drury to TKF.

4.2 Joplin shall have the right to assign to others a nonexclusive, royalty-free, irrevocable license in any and all intellectual property as described above in paragraph 4.1 that is created by Joplin or by any subcontractor of Joplin as part of this Agreement. Such license may include any or all of the rights described above in paragraph 4.1.

Article V. Termination

5.1 The Parties recognize that the Grant may be terminated by TKF under certain conditions set forth within the Grant, and that in such an event this Agreement would by necessity be terminated. In the event of termination of this Agreement due to termination of the Grant by TKF, the Parties will diligently work together to meet any post-termination requirements the Parties have to TKF and to each other including the use of unexpended matching funds provided by Joplin. The Parties may by mutual consent also negotiate with each other as to the funding, disposition, and completion of tasks in process at the time of said termination that are funded in whole or in part by Grant funds.

5.2 Except as may be required by TKF, either Party may terminate this Agreement due to the material breach of the other Party of any obligation set forth in the main body of this Agreement or set forth in Attachment B, by the aggrieved Party giving the other Party written notice of the failure or violation. The aggrieved Party will give the other Party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved Party may immediately terminate this Agreement by notifying the other Party in writing.

Article VI. Confidentiality; Dissemination of Project Results

6.1 Information exchanged between the Parties for purposes of contract oversight and management will be shared with employees of each Party only on a need to know basis or as may be required by law.

6.2 Joplin shall furnish any and all information reasonably requested by Drury and/or TKF pursuant to the Project management and execution.

Article VII. Reports; Results

7.1 Joplin shall furnish such information as Drury must receive in order to comply with the reporting requirements under the Grant. Joplin shall submit a final performance report and any other reports and deliverables which may be required by Drury, TKF, and the terms of this Agreement and its attachments. Drury shall submit to Joplin any information reasonably necessary and requested by Joplin for execution of Project activities and management.

7.2 Joplin is alerted to the requirements of TKF as regards acknowledgment of funding support and other notifications that TKF requires to be included in public communications by Joplin that reference the Project, said requirements being included in Attachment A.

7.3 Consistent with terms as set forth in Attachment A, all Project participants that disseminate to the public information about the Project are required to provide various notifications and copies of publications it produces, conducts or participates in to TKF. So as to best coordinate provision of such information to TKF, Joplin shall fulfill this obligation by providing same to Drury, and Drury will in turn compile all such information from all Project participants and provide such compilations to TKF on behalf of all participants.

Article VIII. Records and Financial Oversight

8.1 Joplin shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by Joplin in Project activities. Records will be maintained according to generally accepted accounting practices with all expenditures, match, and in-kind contributions documented. Records will be supported by source documentation, such as canceled checks, paid bills, payrolls, time and attendance records, contracts, etc. Invoices must be marked paid and be referenced as to how payment was made (i.e., check number). These records shall be available for inspection, review, or audit by personnel of Drury, the TKF Foundation, and other personnel authorized by the TKF Foundation.

8.2 Internal Control. Joplin shall maintain effective control over and accountability for all Drury/TKF Foundation funds. Joplin shall keep effective internal controls to ensure that all funds received are separately and properly allocated to the activities described in the agreement. Joplin shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

8.3 Change of Status. All or any portion of the amount granted shall be returned to the Drury under any of the following circumstances:

a. If applicable, in the event that the Joplin loses its tax exempt status under Federal laws, all unexpended funds shall be returned immediately to Drury

b. Should the Joplin organization cease to exist or should the Joplin discontinue the project for which the grant is designated before any or all of the grant is expended, the unexpended funds shall be returned immediately to Drury.

8.4 This grant shall not be earmarked for any purposes which would cause the grant to be deemed a "taxable expenditure" within the meaning of Section 4945(d) of the Internal Revenue Code and the Treasury regulations thereunder.

8.5 Overpayment. Any funds paid to Joplin in excess of the amount to which Joplin is entitled under the terms and conditions of this agreement constitute a debt to Drury/TKF.

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, Drury may reduce the debt by:

a. Making an administrative offset against other requests for reimbursement, or

b. Withholding advance payments otherwise due to Joplin, or

c. Taking other appropriate action to collect the overpayment.

Except as otherwise provided by law, Drury may charge 12% per annum interest on an overdue debt.

8.6. Remedies for Compliance Related Issues. If Joplin materially fail(s) to comply with any term of the agreement, whether stated in a statute or regulation, an assurance, or the agreement, Drury may take one or more of the following actions:

a. Temporarily withhold cash payments pending correction of the deficiency by Joplin;

b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

c. Wholly or partly suspend or terminate the current agreement for Joplin's program;

d. Take other remedies that may be legally available.

8.7. Agreement Closeout and Final Payment. Any claim for payment not already made shall be submitted within 60 days after the completion or termination of this agreement. All financial and project performance and related reports required by the terms of the agreement must be submitted to Drury to its satisfaction and that of TKF by Joplin before final reimbursement will be remitted. The final invoice must display Joplin's full match towards the project.

Any unobligated balance of cash advanced to Joplin must be immediately refunded to Drury, including any interest earned in accordance with relevant laws or regulations.

If this agreement is closed out without audit, Drury/TKF reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted within 6 years of completion.

8.8 Retention and Access Requirements for Records. Joplin shall retain all records pertinent to this agreement for a period of no less than 6 years from the completion or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Joplin shall provide access and the right to examine all records related to this agreement to Drury/TKF or their authorized representative(s).

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 6 year period, the records must be kept until all issues are resolved, or until the end of the regular 6 year period, whichever is later.

Article IX. Insurance

9.1 Joplin warrants and represent that it currently has and will maintain during the term of this Agreement the insurance coverage described below:

(a) Worker's compensation coverage for all of their respective employees that are engaged in performing this Agreement, as required by applicable laws.

(b) Employer's liability or similar insurance for damages arising out of bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by their respective employees while engaged in performing this Agreement in an amount of no less than $500,000.

(c) Comprehensive general liability insurance for bodily injury liability, including death, property damage liability, incurred in connection with the performance of this Agreement with minimum limits of $1,000,000 in respect of claims arising out of personal injury, or sickness or death in any one accident or disaster, and $500,000 in respect of claims arising out of property damage in any one accident or disaster.

(d) Comprehensive automobile liability insurance in respect of motor vehicles owned, licensed or hired for bodily injury liability, including death and property damage, incurred in connection with the performance of this Agreement with minimum limits of $1,000,000 in respect of claims arising out of personal injury, or sickness, or death in any one accident or disaster, and $500,000 in respect of any claims arising out of property damage in any one accident or disaster.

Article X. Indemnification

10.1 Each Party assumes all risks of personal injury and property damage caused by the its negligent acts or omissions. Each Party shall fully indemnify, defend and hold harmless the other Party and TKF against any and all claims, liabilities, causes of action or damages arising out of its participation in the Project. This indemnification will survive cancellation or termination of this Agreement.

Article XI. Dispute Resolution

11.1 The Parties agree that all claims, disputes or controversies arising out of or relating to this Agreement ("Claims") shall initially be submitted to Joplin's Project Coordinator and the Drury Project Coordinator for resolution. Any mutual agreement reached shall be final and binding upon the Parties. Should such personnel fail, after at least one (1) face-to-face meeting, to reach a mutual resolution to the Claim within thirty (30) calendar days after notification to both Parties of the Claim, such dispute shall be referred to a senior officer designated by the President of Drury for Drury and the City Manager for Joplin for resolution by mutual agreement. Any mutual agreement reached by the senior officers shall be binding upon the Parties. If the senior officers fail, after at least one (1) face-to-face meeting, to reach a resolution to the Claim within thirty (30) calendar days after notification to both senior officers of the Claim, the Parties agree that this Agreement shall terminate.

Article XII. General Provisions

12.1 Neither Party may assign any of its rights or obligations under this Agreement to any third party without the advance written approval of the other Party, and any attempt to assign without such advance approval shall be void. Joplin may not contract or subcontract the work to be performed hereunder without advance written permission from Drury; however, Joplin reserves the right to use third parties, at its own expense, for legal counsel or other services related to the Agreement without prior permission from Drury.

12.2 Any notice required or permitted to be given hereunder will be in writing and will be considered given when mailed by prepaid registered mail, return receipt requested, or delivered by hand, or sent by email with receipt acknowledged, to the Parties at the following addresses (or such other address as a Party may specify by notice hereunder):

If to Drury:

Jill Holmes
Director, Business Services
Drury University
900 N. Benton Avenue
Springfield MO 65802
Telephone: (417) 873-7863
Email: jholmes@drury.edu

copy to:

Traci Sooter
Hammons School of Architecture
Drury University
900 N. Benton Avenue
Springfield, MO 65802
Telephone: (417)873-7416
Email: tsooter@drury.edu

If to Joplin:

Mr. Christopher Cotten
(Title, address, phone)
Email: Ccotten@joplinmo.org

12.3 Each Party to this Agreement is an independent contractor with respect to the other Party, and neither Joplin nor Drury will be or represent to be the agent or representative of the other Party.

12.4 Neither Party will use the name, insignia, or symbols of the other Party, its faculties or departments or any variation or combination thereof, or the name of any trustee, faculty member, other employee or student of the other Party for any purpose whatsoever without the other Party's prior written consent.

12.5 The Parties shall comply with any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, including those related to research misconduct and research integrity, and will provide immediate notice to the other party and to TKF of any violation thereof.

12.6 This Agreement shall be governed by the laws of the State of Missouri.

12.7 If any provision of this Agreement is found to be illegal, unenforceable or void, then such provision shall be deemed amended to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, only such provision shall be considered illegal, unenforceable and void, and the remainder of this Agreement shall continue in full force and effect.

12.8 In the event of a contradiction between any term of the Grant, this Agreement or any attachments to this Agreement, then the following order of precedence will prevail:

(a) For Joplin budgets, Attachment B takes precedence over the Agreement and all other attachments and amendments to the Agreement; and

(b) Except for Joplin budgets, this Agreement takes precedence over the Grant (Attachment A); and

(c) Except for Joplin budgets, the Agreement and Attachment A take precedence over Attachment B, and

(d) More recent attachments or amendments take precedence.

12.9 No delay or omission by either Party in the exercise of any right or power shall be construed as a waiver thereof. All waivers must be in writing and signed by an authorized representative of the Party against which such waiver is sought to be enforced. A waiver of any of the covenants, conditions or agreement hereunder shall not be construed to be a waiver of any succeeding covenant, condition, or agreement.

12.10 This agreement in no way restricts TKF, Drury nor Joplin from participating in similar activities with other public or private agencies, organizations, and individuals.

12.11 The Grant made under this agreement does not by direct reference or implication convey TKF endorsement of Joplin's products or activities.

12.12 Modifications within the scope of this agreement must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. Neither Drury nor TKF is/are obligated to fund any changes not properly approved in advance.

12.13 The Recitals are incorporated into this Agreement which constitutes the entire Agreement between the Parties and supersedes all prior agreements, understandings or arrangements, whether oral or written, with respect to the subject matter hereto. The Parties may amend or modify this Agreement only in a written instrument executed by authorized representatives of each Party.

IN WITNESS THEREOF, Drury and Joplin have caused this Agreement to be executed by their duly authorized representatives.

DRURY UNIVERSITY

By _____ Date _____
Typed Name:
Title:

CITY OF JOPLIN

By _____ Date _____
Typed Name:
Title:

ATTACHMENT A

Copy

National Open Spaces Sacred Spaces Initiative
The TKF Foundation

Grant Agreement

This Agreement is between the Drury University, referred to as Drury or the Grantee and the TKF Foundation / National Open Spaces Sacred Places Initiative, referred to as TKF.

The purpose of this Agreement is to fund the integrated design and research project,Landscapes of Resilience.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

General Conditions

1. **Statement of Work**. The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the project proposal (Attachment "A").

2. **Period of Performance**. The period of performance of this Agreement shall begin upon final execution of this agreement.

3. **Non-Liability.** Grantee agrees to defend, indemnify, and hold harmless the TKF Foundation and its directors, officers and employees from any and all claims, liabilities, causes of action or damages arising out of or related to the project.

4. **Licensing, Accreditation and Registration**. The Grantee shall comply with all applicable local, State, and federal permitting, licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

5. **Tax Exempt Organization.** The Grantee certifies that it is a 501(c)3 tax exempt organization or a governmental unit as defined in the Internal Revenue Code and that it is not a private foundation within the meaning of the I.R.C. Section 509 (A)(1), (2), or (3). If applicable, grantee has provided TKF Foundation with a copy of its 501(c) 3 determination letter.

6. **Research and Human Subjects**. TKF supports ethical research practices, promotes fully informed and voluntary participation by prospective human subjects, and seeks to maximize the safety of research participants. The Grantee shall take appropriate steps to protect the rights and welfare of all humans participating as subjects in any research activity. Grantee should follow all affiliated institutions' guidelines and requirements for IRB review.

7. **Notices**. Any communications affecting the operations covered by this agreement given by the TKF Foundation or Grantee is/are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to the project coordinator designated in this agreement, or to such other person or address as may be designated in a notice by one party to the other. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

8. **Performance Reports**. Grantee shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

   Using the template to be provided by TKF, performance reports shall contain information on the following:

   a. A comparison of actual accomplishments to the goals established for the period (as described in project timeline in Attachment "A"). Accomplishments for Site Implementation and Research should be reported separately. When appropriate accomplishments should be expressed in numbers and measures.

   b. Reason(s) for delay if established goals were not met.

   c. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

   Grantee shall submit semi-annual performance reports to the TKF Project Coordinator, to commence for the reporting period ending on June 30, 2013. These reports are due within 30 days after the end of reporting period. The reporting periods shall be Jan.1-June 30, and July 1 –Dec.31st in each year of the project.

9. **Final Products, Reports, and Convenings.** The final performance report must be submitted either with Grantee's final payment request, or separately, but not later than 90 days from the completion date of the agreement. The final report shall summarize work performed and evaluate the performance and results of this agreement.

   Site Implementation shall be completed on or before December 31, 2015. Research must be completed and results prepared as a manuscript submittal for publication in peer-reviewed journal(s) no later than January 1, 2018.

   TKF hopes to sponsor at least 2-3 convenings during the course of the projects with a final convening held toward the end of the projects to highlight and communicate the site and research information across the National Open Spaces Sacred Places initiative, and for the purpose of discussing ways to further advance the idea of the importance of access to nearby nature in urban settings. At least one convening will be held at a project site, so please consider if that may be an opportunity for your team. TKF requests that a minimum of one representative of each Grantee team participate in each convening. Exact dates, locations and formats of each convening will be announced later.

10. **Provision of Bench.** TKF will have the option of placing a bench or benches within the project area. The location of the benches shall be determined by agreement of Grantee and TKF. The benches will become the property of the Grantee, and Grantee will use its best efforts to insure that the benches are permanently maintained as part of the project. Maintenance instructions will be provided by TKF upon installation.

11. **Bench Journals**. TKF will also have the option of placing a journal within one or more of the TKF benches for users of the project to write their reflections. Grantee agrees to submit copies of journal

entries to TKF on a schedule to be designated by TKF. Journals may be removed from premises by TKF and/or replaced at any time.

12. **Project Site Maintenance.** Grantee agrees to use its best efforts to insure that the Open Space Sacred Place will be maintained in good condition and repair until at least December 31, 2020 and declares its intention, barring unforeseen circumstances, to insure the maintenance of the Open Space Scared Place in good condition and repair for at least 20 years from its completion date.

Standards for Financial Management

13. **Availability of Funds.** The TKF Foundation shall reimburse Grantee for TKF's share of actual expenses incurred, not to exceed **$585,258.00**, as shown in the Project Budgets (Attachment "B").

14. **Project Budget.** The Grantee is advised to carefully consider the adequacy of the project budget. The experience of the TKF Foundation is that it is not uncommon for actual costs to exceed budget estimates. By making this grant, TKF assumes no obligation to provide other or additional support for the Grantee. Funds may not be reprogrammed from the research budget to the site implementation budget or vice versa without prior written approval by TKF.

15. **Financial Reporting and Payment of Grant Funds.** Grantee shall periodically, but no less frequently than quarterly, submit Request for Payment to TKF. Such requests shall be submitted in a format satisfactory to TKF and shall include at least the following documentation as well as any supplemental documentation that may be requested by TKF:

    a. A full accounting of all payments made by Grantee and results accomplished since the previous grant payment with copies of all relevant invoices and receipts.

    b. An itemization of any matching funds and/or in-kind contributions used in the Project since the previous Request for Payment.

    c. A description of all work completed or anticipated for which the current Request for Payment is submitted including all relevant invoices and any other documentation requested by TKF. It is anticipated that most Requests for Payment will be for work that has been completed and invoiced to Grantee but not yet paid for by Grantee; however, it is acknowledged that, from time to time, a contractor may require a deposit in advance in order to begin work on a project. Such advance payments for work not yet completed may, when appropriate, be included in a Request for Payment.

    d. All documentation must be submitted to the satisfaction of TKF before payment will be made on a Request for Payment.

    e. Requests for Payment must be forwarded to TKF by one of the following three methods (email is preferred):

EMAIL: MWyatt@opensacred. org
FAX: 410-268-1379
POSTAL: TKF Foundation
410 Severn Avenue, Suite 216
Annapolis, MD 21403 ATTN: Mary Wyatt

16. **Subcontracts.** The formal contracts with all Grantee team members receiving compensation from the grant monies, as well as all subcontractors involved in the project-will be between the consultant or sub-contractor and the Grantee. TKF requires a copy of the signed contracts prior to the release of any funds.

17. **Contract Requirements.** Any contract entered into by Grantee under this agreement must be awarded following Grantee's established procurement procedures, to ensure free and open competition, and to avoid any conflict of interest (or appearance of a conflict). Grantee must maintain cost and price analysis documentation for potential TKF Foundation review. Grantee is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises when feasible.

18. **Cost Sharing and In-Kind Match.** Those projects in which the grant application indicated at least a partial match of the project cost shall report match on payment requests. In-kind contributions must be displayed as a separate line item in fiscal reports and shall not be included in the total project costs available for reimbursement. In-kind matches may take the form of volunteer hours, donated materials, donated office space or equipment associated with the project, etc.

19. **Auditable Records.** The Grantee shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by Drury in providing the services. Records will be maintained according to generally accepted accounting practices with all expenditures, match, and in-kind contributions documented. Records will be supported by source documentation, such as canceled checks, paid bills, payrolls, time and attendance records, contracts, etc. Invoices must be marked paid and be referenced as to how payment was made (i.e., check number). These records shall be available for inspection, review, or audit by personnel of the TKF Foundation, and other personnel authorized by the TKF Foundation.

20. **Internal Control.** Grantee shall maintain effective control over and accountability for all TKF Foundation funds. Grantee shall keep effective internal controls to ensure that all TKF funds received are separately and properly allocated to the activities described in the agreement. Grantee shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

21. **Change of Status.** All or any portion of the amount granted shall be returned to the Grantor under any of the following circumstances:

    a. In the event that the Grantee loses its tax exempt or non-private foundation status under Federal laws, all unexpended funds shall be returned immediately to TKF.

    b. Should the Grantee organization cease to exist or should the Grantee discontinue the project for which the grant is designated before any or all of the grant is expended, the unexpended funds shall be returned immediately to TKF.

22. **No Taxable Expenditures.** This grant shall not be earmarked for any purposes which would cause the grant to be deemed a "taxable expenditure" within the meaning of Section 4945(d) of the Internal Revenue Code and the Treasury regulations thereunder. As of the date of this agreement, there does not exist any agreement between the Drury and the TKF Foundation, oral or written, that the grant shall be earmarked for the use of any secondary grantee, or that TKF may cause the selection of a secondary grantee to whom the Grantee may devote all or part of the income from this grant.

23. **Overpayment.** Any funds paid to Grantee in excess of the amount to which Grantee is entitled under the terms and conditions of this agreement constitute a debt to the TKF Foundation.
    If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the TKF Foundation may reduce the debt by:

a. Making an administrative offset against other requests for reimbursement, or

b. Withholding advance payments otherwise due to Grantee, or

c. Taking other appropriate action to collect the overpayment.

Except as otherwise provided by law, the TKF Foundation may charge 12% per annum interest on an overdue debt.

24. **Remedies for Compliance Related Issues.** If Grantee materially fail(s) to comply with any term of the agreement, whether stated in a statute or regulation, an assurance, or the agreement, the TKF Foundation may take one or more of the following actions:

    a. Temporarily withhold cash payments pending correction of the deficiency by Grantee;

    b. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

    c. Wholly or partly suspend or terminate the current agreement for Grantee's program;

    d. Take other remedies that may be legally available.

25. **Agreement Closeout and Final Payment**. Any claim for payment not already made shall be submitted within 90 days after the completion or termination of this agreement. All financial and projects performance and related reports required by the terms of the agreement must be submitted to the TKF Foundation to its satisfaction by Grantee before final reimbursement will be remitted. The final invoice must display Grantee's full match towards the project.

    Any unobligated balance of cash advanced to Grantee must be immediately refunded to the TKF Foundation, including any interest earned in accordance with relevant laws or regulations.

    If this agreement is closed out without audit, the TKF Foundation reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted within 6 years of completion.

26. **Retention and Access Requirements for Records**. Grantee shall retain all records pertinent to this agreement for a period of no less than 6 years from the completion or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Grantee shall provide access and the right to examine all records related to this agreement to the TKF Foundation or their authorized representative.

    If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 6 year period, the records must be kept until all issues are resolved, or until the end of the regular 6 year period, whichever is later.

27. Grantee shall use its best efforts to provide access to any project site(s) to the TKF Foundation or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

Materials and Communications

28. **Public Notices by Grantee.** It is the TKF Foundation's policy to inform the public as fully as possible of its associated programs and activities. The TKF Foundation requires ongoing public communications throughout all phases of the project from before ground-breaking through completion of research.

    Grantee is/are encouraged to issue public notices, press releases, or other communications from time to time to announce progress and accomplishments. Grantee may call on TKF's Communications Director for guidance regarding public notices.

    Public notices (such as press releases and media articles) should include grantee(s) logo(s) as desired along with TKF logo and tagline, funding acknowledgement (see #29), and brief OSSP mission statement. A sample statement follows: *"Funds for this project were provided by the TKF Foundation as part of the National Open Spaces Sacred Places Initiative. The mission of the TKF Foundation is to provide the opportunity for a deeper human experience by inspiring and supporting the creation of public greenspace that offers a temporary place of sanctuary, encourages reflection, provides solace, and engenders peace and well-being."* TKF reserves the right to modify the language required to be included in public notices.

    TKF shall have the option to require inclusion of additional information to be supplied by TKF in any publicity concerning the grant released by grantee.

    Grantee shall provide copies of notices, media communications, or publication manuscripts to the TKF Communications Director as far in advance of release as possible. Grantee agrees to send TKF copies of any and all media articles on the project.

29. **Funding Acknowledgement.** Grantee shall acknowledge TKF Foundation support in any publications, audiovisuals, and electronic media developed as a result of this agreement, as follows: *"Funds for this project were provided by the TKF Foundation as part of the National Open Spaces Sacred Places Initiative."*

30. **Public Outreach Products at Project Completion.** The TKF Foundation requires public communications concerning final site occupancy and research results.

    a. The grantee shall host a dedication of the project site upon completion of construction. TKF will participate in the planning and communications for this event, to include invitations to media.

    b. Grantee agrees to participate in communication outreach efforts regarding the project.

31. **Materials, Data, and Products.**

    a. **Bench Journals** – See paragraph 11.

    b. **Visual Documentation**. The Grantee shall document the project from beginning to end with visual media (such as still photographs and video). *A set of "before" pictures of the proposed Sacred Space should be returned with this agreement.* TKF reserves the right to take photographs and/or video footage of project-related activities using a TKF provided photographer. Grantee agrees to seek release signatures with respect to any and all photographs taken of the project by or on behalf of Grantee whenever people in the photographs can be reasonably identified, contacted, and signatures obtained. Releases shall be obtained using a form provided or approved by TKF.

c. **Video Documentary of Emergent NYC site.** Specific to the emergent NYC site, Grantee shall document the Open Space Sacred Place creation process in a film and narrative format from start to finish with $50,000 specifically allotted for this purpose in the total project budget.

d. **Press Releases.** Press releases will be joint efforts between grantee and TKF. The text of the release or other publicity should be submitted to TKF for review and approval not less than 14 working days prior to release date. TKF shall have the option to require inclusion of additional information to be supplied by TKF in any publicity concerning the grant-supported activities. *Grantee agrees to issue press release(s) announcing award and launch of the project.*

e. **Interviews, Blogs, and Guest Columns.** The Grantee shall forward notice (and digital copy when possible) of all print or digital media or publications resulting from communications involving either design or research team members.

f. **Web Pages and Links.** Any content on Grantee's or collaborating organizations' web sites that refer to TKF funded activity shall include the TKF logo, and a link to the TKF website (www.opensacred.org). TKF website will include links to all Grantees' websites.

32. **Publication Rights and Rights to Data, Patents and Inventions.** Copyright on all materials created by Grantee and paid for by TKF Foundation as part of this Contract shall be the property of Grantee. Both parties may use these materials and may permit others to use them, for any purpose consistent with their respective missions and Grantee grants to TKF a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in all materials created by Grantee or by any subcontractor of Grantee and paid for by TKF as part of this Contract. Such license shall include the rights to publish, translate, reproduce, deliver, distribute, prepare derivative works, publicly perform and publicly display, dispose of, and to authorize others to do so. This material includes, but is not limited to: information, data, databases, reports, documents, pamphlets, advertisement, books, magazines, photographs, surveys, studies, computer programs, computer models, and the methodology for those models, films, tapes and sound reproductions (Data).

Prior to the distribution of any grant funds, Grantee shall enter into a written agreement with each subcontractor who will be performing research providing that the results of any such research shall be made available to Grantee and TKF with a non-exclusive, royalty free, irrevocable license to publish, translate, reproduce, deliver, distribute, prepare derivative works, publicly perform and publicly display such results and to authorize others to do so. A copy of each written agreement shall be provided to TKF.

Agreement Management

33. **Participation in Similar Activities.** This agreement in no way restricts the TKF Foundation or Grantee from participating in similar activities with other public or private agencies, organizations, and individuals.

34. **Endorsement.** The Grant made under this agreement does not by direct reference or implication convey TKF Foundation endorsement of Grantee's products or activities.

35. **Modifications.** Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The TKF Foundation is not obligated to fund any changes not properly approved in advance.

36. **Voluntary Termination.** This agreement may be terminated, in whole or part, as follows:

a. When the TKF Foundation and Grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

b. Upon termination of an agreement, Grantee shall not incur any new obligations for the terminated portion of the agreement after the effective date of termination, and shall cancel as many outstanding obligations as possible. TKF Foundation shall allow full credit to Grantee for the Foundation's share of the non-cancelable obligations properly incurred by Grantee up to the effective date of the termination. Excess funds shall be refunded to TKF within 30 days after the effective date of termination.

37. **Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions hereof, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

38. **Assignment.** Grantees' rights and obligations under this Agreement cannot be assigned or delegated in whole or in part by Grantee; however, Grantee shall have the right to assign to others a nonexclusive, royalty-free, irrevocable license in any and all intellectual property as described above in paragraph 32 that is created by Grantee or by any subcontractor of Grantee as part of this Contract. Such license may include any or all of the rights described above in paragraph 32.

39. **Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

40. **Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties, unless in writing and signed by both parties.

41. **Contract Management.** The Project Coordinator for TKF shall receive all communications and all billings. The Project Coordinator for Drury shall be the technical contact person for this agreement, and shall be the contact person for all other communications.

42. **Project Coordinators.**

a. The Project Coordinator for TKF is Mary Wyatt, MWyatt@opensacred.org; 410-268-1376; 410 Severn Avenue, Suite 216, Annapolis MD.

b. The Project Coordinator for Drury is Traci Sooter, tsooter@drury.edu; 417-873-7288; Hammons School of Architecture, Drury University, 900 North Benton Avenue, Office 101-D, Springfield, MO 65802.

43. **Commencement Date.** This agreement is executed as of the date of the last signature.

44. **Completion Date.** The "Completion Date" referred to throughout this Agreement shall be the date on which the research is completed and results prepared as a manuscript submittal for publication in peer-reviewed journal(s). The term "Completion Date" refers only to completion of Grantee's site implementation and research obligations. Grantee's other obligations under the Agreement including, without limitation, continued site maintenance, submittal to TKF of journal entries, provision of site access to TKF and retention of auditable records shall continue after the "Completion Date".

45. **Authorized Representatives.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Thomas H. Stoner, President, TKF Foundation

Katharine E. Stoner, Vice-President, TKF Foundation

Dated: 4/13/13, 2013

Grantee: Org. name

Dated: 03/25, 2013 By:

Title: VP ADMIN & CFO

Address: 900 N. BENTON AVE SPFLD MO 65802

Phone: 417-873-7200

Federal Tax ID #: 44-0552049

Grantee: org name

Dated: 3/25, 2013 By:

Title: Associate Director HSA

Address: 900 N. Benton
Springfield, MO 65802

Phone: 417-234-6405

Federal Tax ID #: 44-055 2049

Attachment B: Project Deliverables

1. Scope of Work

Mr. Christopher Cotten is the City of Joplin Project Coordinator. In collaboration with the Drury Project Coordinator, Ms. Traci Sooter, Cotten will develop a OSSP in Cunningham Park which is expected to involve a coordinated series of construction projects including some undertaken by City of Joplin Parks and Recreation staff, and various subcontractors to City of Joplin or Drury with funding and in-kind contributions coming from Joplin, Drury, the Walmart Foundation, the TKF Foundation (via Drury) and possibly others as the project develops. Cotton and Sooter shall assure that the construction meets the obligations of the Grant and stays within the budget parameters established therein, and that all actions are undertaken in a safe and workmanlike manner.

Following construction, the project will enter a Stewardship Period during which the City of Joplin Parks and recreation Department will maintain the OSSP, including but not limited to assuming responsibility for periodic retrieval, archiving and replacement of the journal as described in the Grant (Attachment A). At minimum, the Stewardship Period shall last 20 years and shall survivie the administrative closure of the TKF Foundation Grant Agreement.

2. Participants

Joplin Project Coordinator:
Mr. Christopher Cotton
(Title, address, phone and email)

3. Milestones

Budget Year 1:

- Construction of the OSSP

Budget Years 2-5:

- Maintenance of OSSP including stewardship of Journal

4. Reporting Requirements

Consistent with project milestones, provide submittals to Drury in support of project quarterly, annual and final reporting requirements as requested by TKF.

5. Matching Contributions by City of Joplin

a. $100,000 from Wal-Mart Foundation donation to City of Joplin for partial construction costs of OSSP
b. $16,790 in materials and labor for completed site preparation (demolition of existing footings of the three destroye3d houses and removal of damaged retaining wall)
c. $29,100 in materials and labor during site construction

FIRST READING

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 19, 2013
ITEM: Council Bill No. 2013-006 (Re-adoption of Code of Ethics Ordinance)

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2013-006.

DEPARTMENT HEAD:	Brian W. Head BWH	**DATE:** 8-7-13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 8-12-13
CITY CLERK:	Barbara L. Hogelin BLH	**DATE:** 8-8-13
FINANCE DEPARTMENT:	Leslie Haase LH	**DATE:** 8-13-13

INTRODUCTION:

This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

DISCUSSION:

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2013.

RECOMMENDATION:

Staff recommends this Council Bill be passed on First Reading.

BWH:ab
attachment

COUNCIL BILL NO. 2013-006 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2012), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2012), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2012); and

WHEREAS, on the 4th day of September, 2012, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2013.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

(a) Ten percent (10%) or more of any business entity; or

(b) An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

(c) The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

(a) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

(b) The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business

entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

(a) The name and address of each of the employers of such person from whom income of One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

(b) The name and address of each sole proprietorship that he owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

(c) The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the

following times, but no person is required to file more than one financial interest statement in any calendar year:

(a) Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

(b) Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in Section (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

NEW BUSINESS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 19, 2013

Item: SITE PLAN REVIEW FOR RUSTIC RIDGE VILLAS
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Site Plans

Interim Public Works Director: Sam Anselm — Date: 8/13/2013
City Attorney: Brian Head — Date: 8-13-13
City Manager: R. Mark Rohr — Date: 8-13-13
Board or Commission: Planning and Zoning Commission — Date: 8/12/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 1 absent"

SUMMARY/REQUEST:
Case 056-13: Approximately 860 feet south of Newman Road and 500 feet east of North Florida Avenue – A request for a Site Plan Review for Rustic Ridge Villas, an 84-unit multi-family development in the Historic Stockyards District – Historic Stockyards Properties, LLC (Tri-State Engineering, Inc.)

STAFF SUMMARY:
This Site Plan Review is for the development of an 84-unit multi-family development. The rezoning to R-3 PD for this property was approved by the City Council in July 2013 (Council Bill No. 2013-272).

Access Management: The site will have one point of access off of Cattleman Drive, which will be a privately maintained street.

Parking: A total of 171 spaces are provided, which exceeds the 168 spaces required (2 spaces per unit).

Building Design & Materials: The site will contain a clubhouse, a 36-unit building, and a 48-unit building. Primary exterior of the buildings will consist of brick, precast banding, lap siding, vertical board and batten, asphalt shingles, and stained timber framing.

Landscaping and Open Space: The site meets all landscaping requirements and has provided a total of 121 trees, including street trees along Cattleman Drive. Shrubs and evergreens have also been provided throughout the site, specifically around the buildings, pool, and parking lot areas.

Buffering: A 40' undisturbed buffer has been provided along the south property line of the development. This was a request made by residents to the south and by the City Council. Due to elevation changes, some buffer areas are greater. A total landscaped buffer area of approximately 79' will be provided between the south property line and the edge of the access drive to the buildings.

Stormwater Management: A detention pond will be provided off-site to the west, which will serve this development and future developments in the Historic Stockyards District.

Staff recommends approval of Case 056-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Ben Eastep appeared representing Rustic Ridge LLC and explained that he brought his request to the commissioners during June to rezone the property from District M-2 to District C-3 for construction of a multi-family development. The City Council recommended a planned district for just the apartments, so site plans have been prepared, with these plans including lighting and landscaping and everything that is required for a planned district.

Mr. Eastman asked about the property line abutting the Grace Avenue cul-de-sac. Mr. Eastep replied that a 40-foot undisturbed buffer will be retained between the property line and the private drive behind the apartments.

Mr. Cortez asked if there is a pretty steep elevation drop from the 40-foot buffer down to the street, and Mr. Eastep replied yes. The current elevation where the development will be is approximately 1,025 feet, with that area being cut approximately 15 feet so the building the building pad will be 15 feet lower that what it currently is now. The detention pond will be placed near the cell tower.

PUBLIC COMMENT:
None.

Case 056-13: Approximately 860 feet south of Newman Road and 500 feet east of North Florida Avenue – A request for a Site Plan Review for Rustic Ridge Villas, an 84-unit multi-family development in the Historic Stockyards District – Historic Stockyards Properties, LLC (Tri-State Engineering, Inc.)

Mr. Harrington opened the public comment period for Case 056-13.

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Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 056-13.

MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT THE DEVELOPMENT PLANS AS PRESENTED IN CASE 056-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSENT).

Z&P Meeting: August 12, 2013
City Council Meeting: August 19, 2013

STAFF PLANNING REPORT
Site Plan Review

CASE 056-13:

A request for a Site Plan Review for the development of an 84-unit multi-family development in an R-3 PD (Apartment House – Planned Development) zoning district.

NAME OF PROJECT: Rustic Ridge Villas

LOCATION: 404 N. Cattleman Drive

APPLICANT: Historic Stockyards Properties, LLC / Tri-State Eng.

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-3 PD (Apartment House – Planned Development)	Undeveloped	Approx. 5.4 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-2	M-2	R-1	M-2
Land Use	Undeveloped	Undeveloped	Single-Family	Undeveloped

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
N. Cattleman Drive (via Newman Road)	Local	50'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

DISCUSSION

This Site Plan Review is for the development of an 84-unit multi-family development. The rezoning to R-3 PD for this property was approved by the City Council in July 2013 (Council Bill No. 2013-272).

Access Management: The site will have one point of access off of Cattleman Drive, which will be a privately maintained street.

Parking: A total of 171 spaces are provided, which exceeds the 168 spaces required (2 spaces per unit).

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Stormwater Management: A detention pond will be provided off-site to the west, which will serve this development and future developments in the Historic Stockyards District.

Staff recommends approval of Case 056-13.

ENCLOSURES:

Site Plan, Landscape Plan, Building Elevations, Site Lighting Plan, Grading Plan

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

RECEIVED 7-31-13

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

For Office Use Only
Case No: _____
Filing: $ 350.00
Date Advertised: N/A
Date Notices Sent: N/A
Public Hearing Date: 8-12-13

I. **Name of Project:** Historic Stockyards District - Rustic Ridge Villas

II. **Location of Project:** South off Newman Rd between Florida Ave & Range Line Road

III. **Name of Owner:** Historic Stockyards Properties. LLC

IV. **Name of Person who Prepared the Site Plan:** Tri-State Engineering, Inc.

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?	Yes	No
A. Name of the project, address, boundaries, date, north arrow and scale of the plan.	☒	☐
B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	☒	☐
C. Name and address of all owners of record of abutting parcels.	☒	☐
D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	☒	☐

E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. ☒ ☐

F. The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown. ☒ ☐

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. ✳ ☐ ☐

H. The location, height, size, materials, and design of all proposed signage. ✳ ☐ ☐

I. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. ☒ ☐

J. The location of all existing and proposed utility systems including:

1. sewer lines and manholes; ☒ ☐
2. water lines and fire hydrants; ☒ ☐
3. telephone, cable and electrical systems; and ☒ ☐
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. ☒ ☐

K. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable. ✳ ☐ ☐

L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements. ☒ ☐

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. ☒ ☐

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. ✓SEE TRAFFIC IMPACT STUDY ☐ ☐

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and ☐ ☐

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. ☐ ☐

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; N/A ☐ ☐

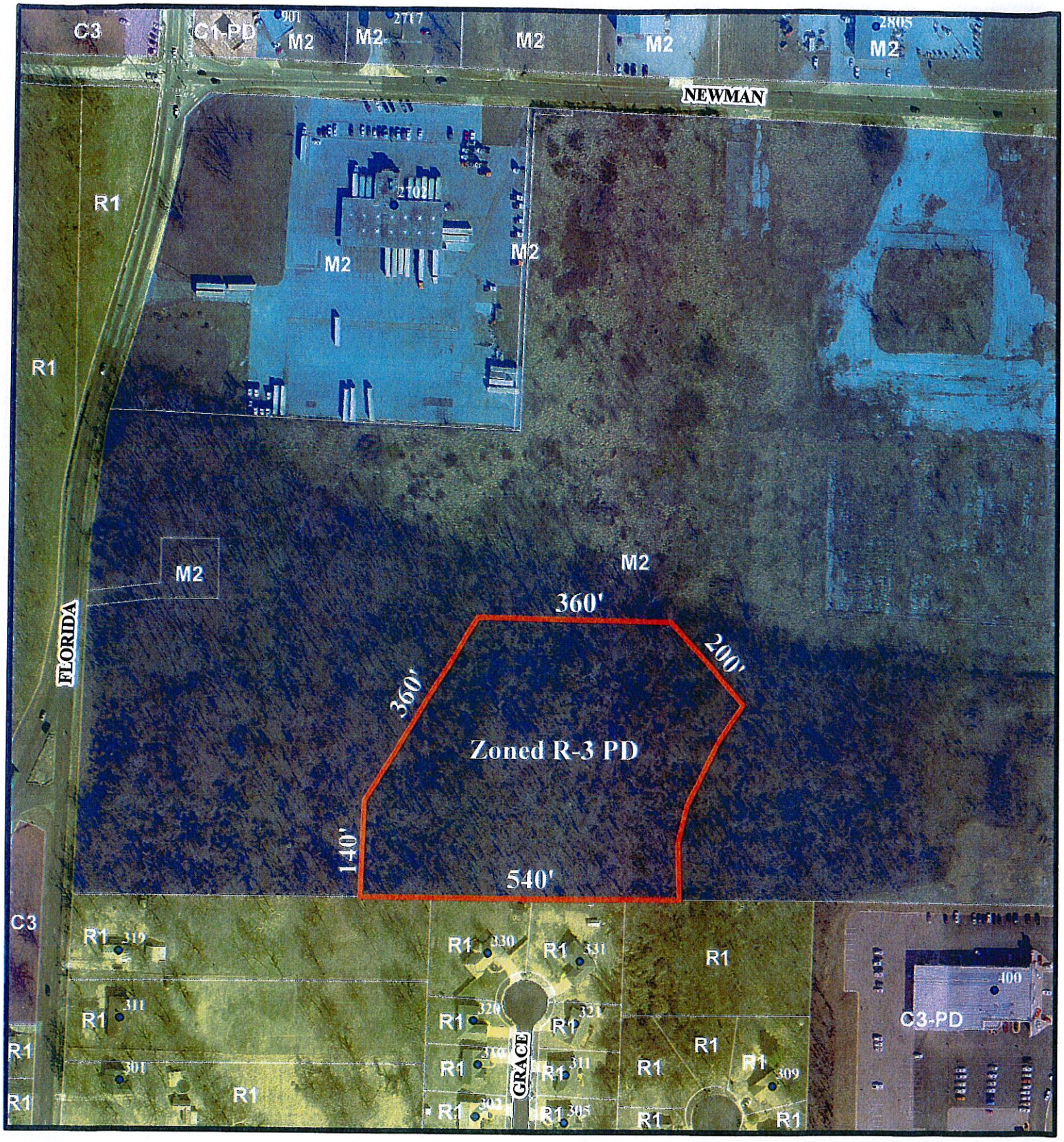
2. Maximum number of employees; N/A ☐ ☐

3. Maximum seating capacity, where applicable; N/A ☐ ☐

4. Number of parking spaces existing and required for the intended use; and ☒ ☐

5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required. ☒ ☐

* PD Submission, Data to be supplied with Site Plans



Case 056-13: A request for a Site Plan Review for Rustic Ridge Villas, an 84-unit multi-family development in an R-3 PD (Apartment House - Planned Development) zoning district. Located at 404 N. Cattleman Drive. - Historic Stockyards Properties, LLC

N

M-2 ZONE

NEWMAN ROAD

C-3 ZONE

M-2 ZONE

M-2 ZONE

M-2 ZONE

CATTLEMAN DRIVE

RANGE LINE ROAD

M-2 ZONE

M-2 ZONE

R-1 ZONE

FLORIDA AVE

C-3 ZONE

DETENTION POND

M-2 ZONE

M-2 ZONE

M-2 ZONE

M-2 ZONE

R-1 ZONE

GRACE AVE

OZARK AVE

C-3 ZONE

HODGDON

OWNER/DEVELOPER
HISTORIC STOCKYARDS PROPERTIES, LLC
P.O. BOX 634
CARTHAGE, MISSOURI

100 0 50 100
(IN FEET)
1 INCH = 100 FT.

MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000330, EXPIRATION DATE DEC. 31, 2014

PROJECT
OVERALL SITE DEVELOPMENT PLAN
RUSTIC RIDGE VILLAS

CUSTOMER
HISTORIC STOCKYARDS DISTRICT
Joplin, Jasper Co., Missouri

NO.	DATE	INIT.	REVISIONS

Clayton Crisby
CIVIL ENG. E-26684

Professional Engineers & Land Surveyors
702 South Main - Joplin, Missouri 64801
403 W. First St., Ste. 300 - Claremore, OK 74017
Mailing Address
P.O. Box 1807 - Joplin, Missouri 64802
Phone (417) 781-0843 - FAX (417) 781-4714
TOLL FREE 1-866-781-0843
www.tristate-engineering.com
TRI-STATE ENGINEERING, INC.

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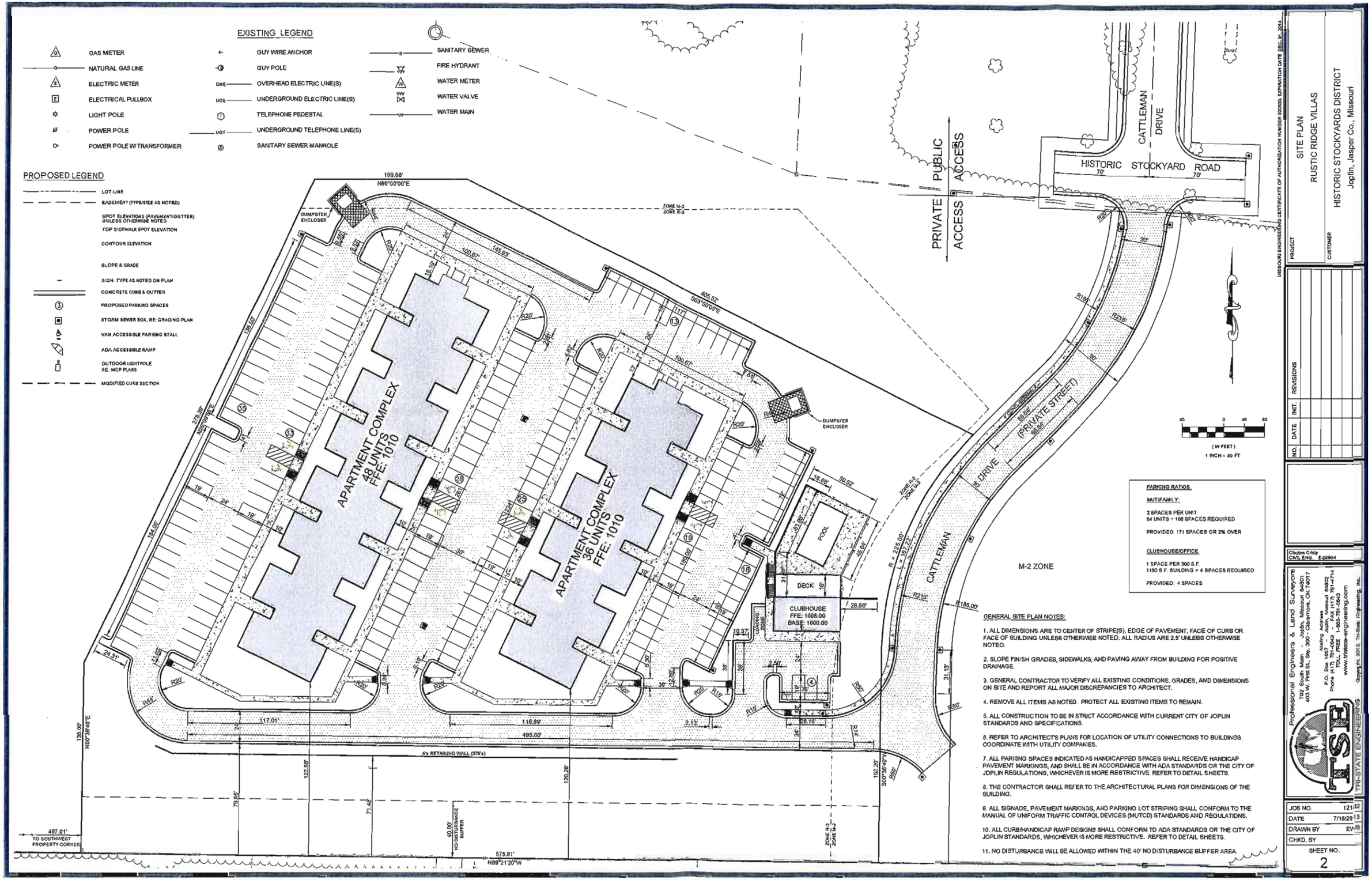
JOB NO.	12182
DATE	7-22-2013
DRAWN BY	EWS
CHKD. BY	
SHEET NO.	1

EXISTING LEGEND

- GAS METER
- NATURAL GAS LINE
- ELECTRIC METER
- ELECTRICAL PULLBOX
- LIGHT POLE
- POWER POLE
- POWER POLE W/ TRANSFORMER
- GUY WIRE ANCHOR
- GUY POLE
- OHE — OVERHEAD ELECTRIC LINE(S)
- UGE — UNDERGROUND ELECTRIC LINE(S)
- TELEPHONE PEDESTAL
- UGT — UNDERGROUND TELEPHONE LINE(S)
- SANITARY SEWER MANHOLE
- SANITARY SEWER
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER MAIN

PROPOSED LEGEND

- LOT LINE
- EASEMENT (TYPE/SIZE AS NOTED)
- SPOT ELEVATIONS (PAVEMENT/GUTTER) UNLESS OTHERWISE NOTED
- TOP SIDEWALK SPOT ELEVATION
- CONTOUR ELEVATION
- SLOPE & GRADE
- SIGN, TYPE AS NOTED ON PLAN
- CONCRETE CURB & GUTTER
- PROPOSED PARKING SPACES
- STORM SEWER BOX, RE: GRADING PLAN
- VAN ACCESSIBLE PARKING STALL
- ADA ACCESSIBLE RAMP
- OUTDOOR LIGHTPOLE RE: MEP PLANS
- MODIFIED CURB SECTION



(IN FEET)
1 INCH = 80 FT

PARKING RATIOS

MUTIFAMILY:

2 SPACES PER UNIT
64 UNITS = 168 SPACES REQUIRED

PROVIDED: 171 SPACES OR 2% OVER

CLUBHOUSE/OFFICE

1 SPACE PER 300 S.F.
1150 S.F. BUILDING = 4 SPACES REQUIRED

PROVIDED: 4 SPACES

GENERAL SITE PLAN NOTES:

1. ALL DIMENSIONS ARE TO CENTER OF STRIPE(S), EDGE OF PAVEMENT, FACE OF CURB OR FACE OF BUILDING UNLESS OTHERWISE NOTED. ALL RADIUS ARE 2.5' UNLESS OTHERWISE NOTED.
2. SLOPE FINISH GRADES, SIDEWALKS, AND PAVING AWAY FROM BUILDING FOR POSITIVE DRAINAGE.
3. GENERAL CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, GRADES, AND DIMENSIONS ON SITE AND REPORT ALL MAJOR DISCREPANCIES TO ARCHITECT.
4. REMOVE ALL ITEMS AS NOTED. PROTECT ALL EXISTING ITEMS TO REMAIN.
5. ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF JOPLIN STANDARDS AND SPECIFICATIONS.
6. REFER TO ARCHITECT'S PLANS FOR LOCATION OF UTILITY CONNECTIONS TO BUILDINGS. COORDINATE WITH UTILITY COMPANIES.
7. ALL PARKING SPACES INDICATED AS HANDICAPPED SPACES SHALL RECEIVE HANDICAP PAVEMENT MARKINGS, AND SHALL BE IN ACCORDANCE WITH ADA STANDARDS OR THE CITY OF JOPLIN REGULATIONS, WHICHEVER IS MORE RESTRICTIVE. REFER TO DETAIL SHEETS.
8. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR DIMENSIONS OF THE BUILDING.
9. ALL SIGNAGE, PAVEMENT MARKINGS, AND PARKING LOT STRIPING SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) STANDARDS AND REGULATIONS.
10. ALL CURB/HANDICAP RAMP DESIGNS SHALL CONFORM TO ADA STANDARDS OR THE CITY OF JOPLIN STANDARDS, WHICHEVER IS MORE RESTRICTIVE. REFER TO DETAIL SHEETS.
11. NO DISTURBANCE WILL BE ALLOWED WITHIN THE 40' NO DISTURBANCE BUFFER AREA.

MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 002358, EXPIRATION DATE DEC. 31, 2014

PROJECT: SITE PLAN
RUSTIC RIDGE VILLAS

CUSTOMER: HISTORIC STOCKYARDS DISTRICT
Joplin, Jasper Co., Missouri

NO.	DATE	INIT.	REVISIONS

Clayton Crisby
CIVIL ENG. E-28504

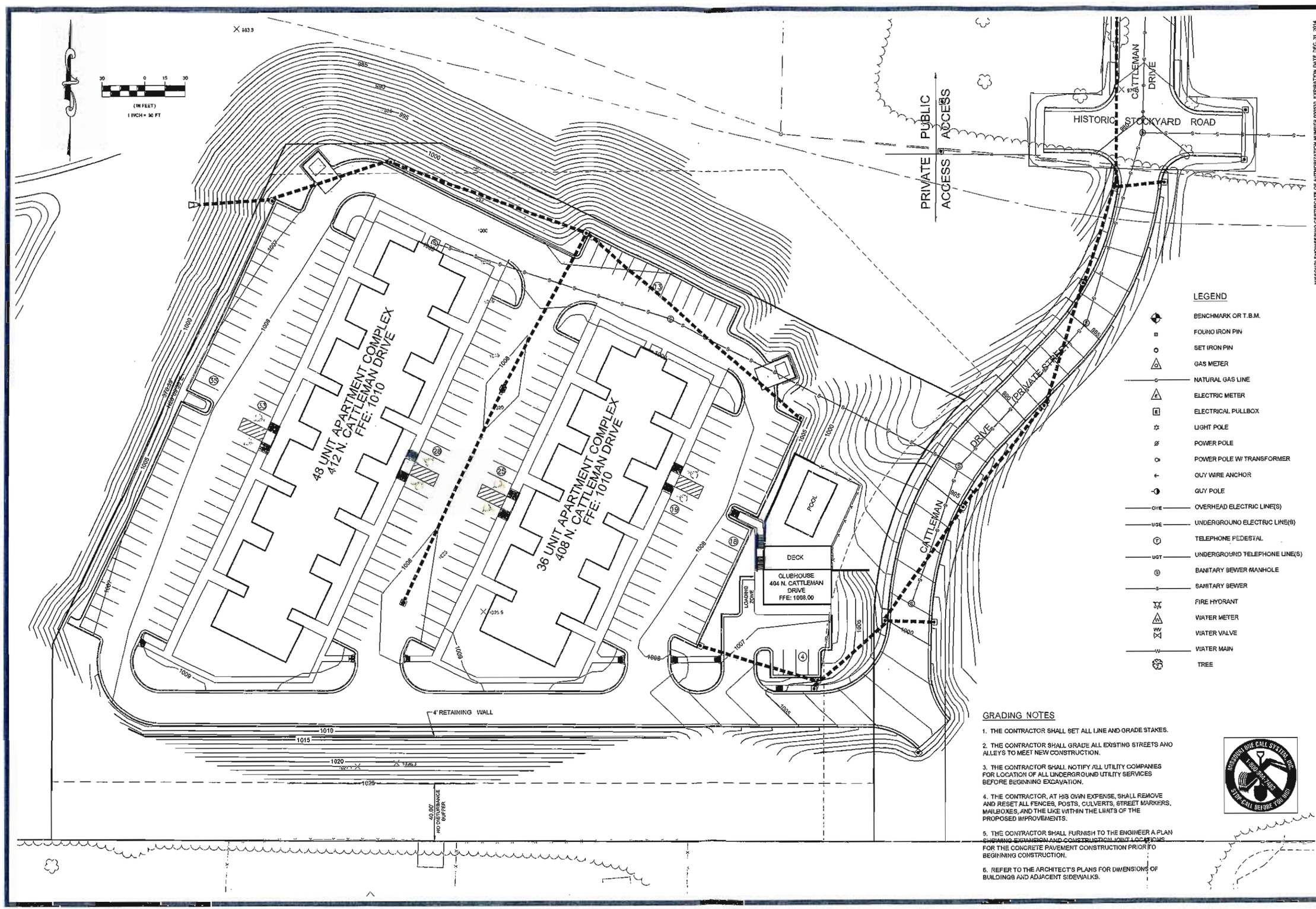
Professional Engineers & Land Surveyors
702 South Main Joplin, Missouri 64801
403 W. Reid St., Ste. 300 Ozarkmon, OK 74017
Mailing Address
P.O. Box 1567 Joplin, Missouri 64802
Phone (417) 781-0543 Fax (417) 781-4714
TOLL FREE 1-855-781-0543
www.tristate-engineering.com

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TRI-STATE ENGINEERING

JOB NO.	121132
DATE	7/18/20 13
DRAWN BY	EW
CHKD. SY	

SHEET NO. 2



GRADING NOTES

1. THE CONTRACTOR SHALL SET ALL LINE AND GRADE STAKES.
2. THE CONTRACTOR SHALL GRADE ALL EXISTING STREETS AND ALLEYS TO MEET NEW CONSTRUCTION.
3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR LOCATION OF ALL UNDERGROUND UTILITY SERVICES BEFORE BEGINNING EXCAVATION.
4. THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL REMOVE AND RESET ALL FENCES, POSTS, CULVERTS, STREET MARKERS, MAILBOXES, AND THE LIKE WITHIN THE LIMITS OF THE PROPOSED IMPROVEMENTS.
5. THE CONTRACTOR SHALL FURNISH TO THE ENGINEER A PLAN SHOWING EXPANSION AND CONSTRUCTION JOINT LOCATIONS FOR THE CONCRETE PAVEMENT CONSTRUCTION PRIOR TO BEGINNING CONSTRUCTION.
6. REFER TO THE ARCHITECT'S PLANS FOR DIMENSIONS OF BUILDINGS AND ADJACENT SIDEWALKS.

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP! CALL BEFORE YOU DIG!

MISSOURI ENGINEERING CERTIFICATE OF AUTHORIZATION NUMBER 000930, EXPIRATION DATE DEC. 31, 2014

PROJECT: GRADING PLAN
RUSTIC RIDGE VILLAS

CUSTOMER: HISTORIC STOCKYARDS DISTRICT
JOPLIN, JASPER CO., MISSOURI

NO.	DATE	INT.	REVISIONS

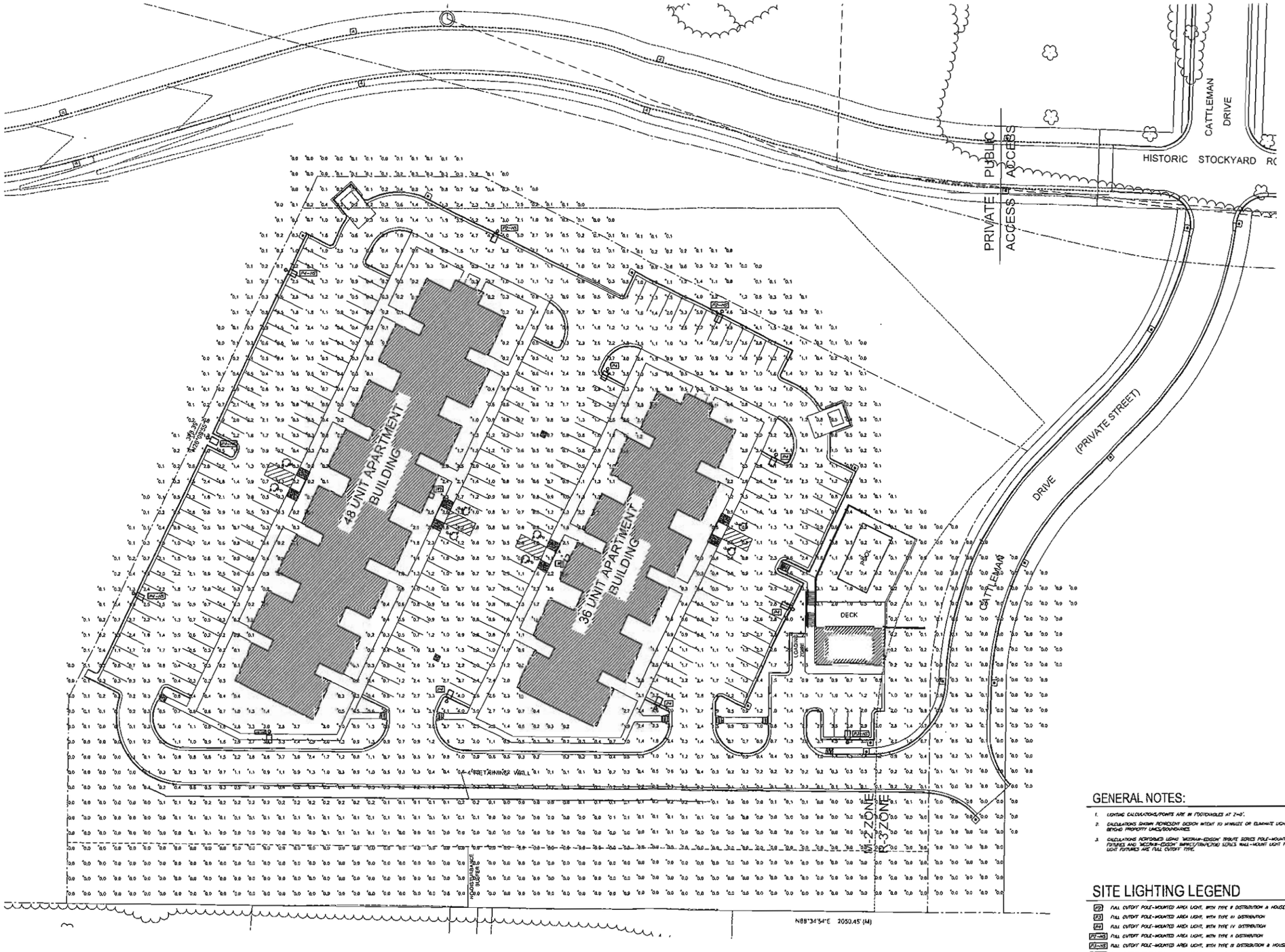
CLAYTON CRISTY
CIVIL ENG. E-28824

Professional Engineers & Land Surveyors
702 South Main - Joplin, Missouri 64801
403 W. First St., Ste. 300 - Claremore, OK 74017
Mailing Address
P.O. Box 1877 - Joplin, Missouri 64802
Phone (417) 781-0543 FAX (417) 781-2714
TOLL FREE 1-866-781-0543
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TRI-STATE ENGINEERING

JOB NO.	12182
DATE	7-22-2013
DRAWN BY	EW
CHKD. BY	
SHEET NO.	3



1 SITE LIGHTING CALCULATIONS
1" = 30'

NORTH

GENERAL NOTES:

1. LIGHTING CALCULATIONS/POINTS ARE IN FOOTCANDLES AT 3'-0".
2. CALCULATIONS SHOWN REPRESENT DESIGN INTENT TO MINIMIZE OR ELIMINATE LIGHT TRESPASS BEYOND PROPERTY LINES/BOUNDARIES.
3. CALCULATIONS PERFORMED USING "MCGRAW-EDISON" TRIBUTE SERIES POLE-MOUNTED LIGHT FIXTURES AND "MCGRAW-EDISON" IMPACT/STRUCTURA SERIES WALL-MOUNT LIGHT FIXTURES. ALL LIGHT FIXTURES ARE FULL CUTOFF TYPE.

SITE LIGHTING LEGEND

P2	FULL CUTOFF POLE-MOUNTED AREA LIGHT, WITH TYPE II DISTRIBUTION & HOUSE-SIDE SHIELD
P3	FULL CUTOFF POLE-MOUNTED AREA LIGHT, WITH TYPE III DISTRIBUTION
P4	FULL CUTOFF POLE-MOUNTED AREA LIGHT, WITH TYPE IV DISTRIBUTION
P2-NS	FULL CUTOFF POLE-MOUNTED AREA LIGHT, WITH TYPE II DISTRIBUTION
P3-NS	FULL CUTOFF POLE-MOUNTED AREA LIGHT, WITH TYPE III DISTRIBUTION & HOUSE-SIDE SHIELD
P4-NS	FULL CUTOFF POLE-MOUNTED AREA LIGHT, WITH TYPE IV DISTRIBUTION & HOUSE-SIDE SHIELD
W1	FULL CUTOFF WALL-MOUNTED AREA LIGHT, WITH TYPE III DISTRIBUTION

NOTE: ALL POLE-MOUNTED LIGHT FIXTURES ARE 320-WATT, PULSE START METAL HALIDE, UNLESS NOTED OTHERWISE

OVERALL SITE DEVELOPMENT PLAN
RUSTIC RIDGE VILLAS
JOPLIN, JASPER CO., MISSOURI

Colvin Jones Davis LLC
Engineering | Energy | Innovation
2101 West Chesterfield Boulevard, Suite B-105A, Springfield, MO 65807
P: 417.877.1700 F: 417.877.1701 www.colvinjonesdavis.com

PRELIMINARY NOT FOR CONSTRUCTION

Ryan S. Jones, Engineer
Missouri PE 2004017793
Colvin Jones Davis LLC
Missouri Corp. of Authority 2005026903

SPECIAL NOTICE:
Drawings prepared by Colvin Jones Davis LLC are instruments of service for use solely with respect to this project. Colvin Jones Davis LLC retains ownership and all common law, statutory law and other reserved rights including copyrights. This drawing shall not be reused in part or in full for any other work without prior written consent by and appropriate compensation to Colvin Jones Davis LLC. Whosoever changes this design without prior written approval from Colvin Jones Davis LLC, does so at their own risk and assumes full responsibility for any damages, liabilities or costs resulting directly or indirectly from such changes in the fullest extent of the law.

REVISIONS:

DRAWN BY:	EC
DATE:	08.05.13
PROJECT #:	03101306
SHEET #:	SL1

LIMITS OF SOD

BERMUDA SOD

LIMITS OF SOD

BERMUDA SOD

HISTORIC STOCKYARD ROAD

LIMITS OF SOD

LIMITS OF SOD

BERMUDA SOD

(PRIVATE STREET)

DRIVE

CATTLEMAN

APARTMENT COMPLEX
36 UNITS
FFE: 1010

APARTMENT COMPLEX
36 UNITS
FFE: 1010

POOL

DECK

CLUBHOUSE
FFE: 1008.00
BASE: 1000.00

LOADING ZONE

PLANT SCHEDULE

NO.	SYM.	COMMON NAME Botanical Name	SIZE/SPACING/ REMARKS
12,000 S.Y.		BERMUDA SOD	
79		DWARF MAIDENGRASS Miscanthus sinensis 'Little Kitten'	5 GALLON 4' O.C.
27		NORWAY SPRUCE Picea abies	6'-10' B&B AS SHOWN
39		BLUE ATLAS CEDAR Cedrus atlantica 'Glauca'	6'-10' B&B AS SHOWN
56		SPRING SNOW CRABAPPLE Malus 'Spring Snow'	2" CAL. / B&B AS SHOWN
27		SKYLINE HONEYLOCUST Gleditsia triacanthos	2.5" CAL. / B&B AS SHOWN
38		SKYLINE HONEYLOCUST Gleditsia triacanthos	2.5" CAL. / B&B AS SHOWN

CALL BEFORE YOU DIG

48 WORKING HOURS BEFORE DIGGING IN MISSOURI

CALL 1-800-DIG-RITE

0 20' 40'

SCALE 1" = 20' FEET

GRAY ROCK, LLC.
Landscape Architecture
5204 Village Parkway, Suite 11
Rogers, Arkansas 72758
www.grayrockconsulting.com
479.966.4413 office
800.887.7685 fax

PROJECT
LANDSCAPE PLAN
RUSTIC RIDGE VILLAS

CUSTOMER
HISTORIC STOCKYARDS DISTRICT
JOPLIN, JASPER CO., MISSOURI

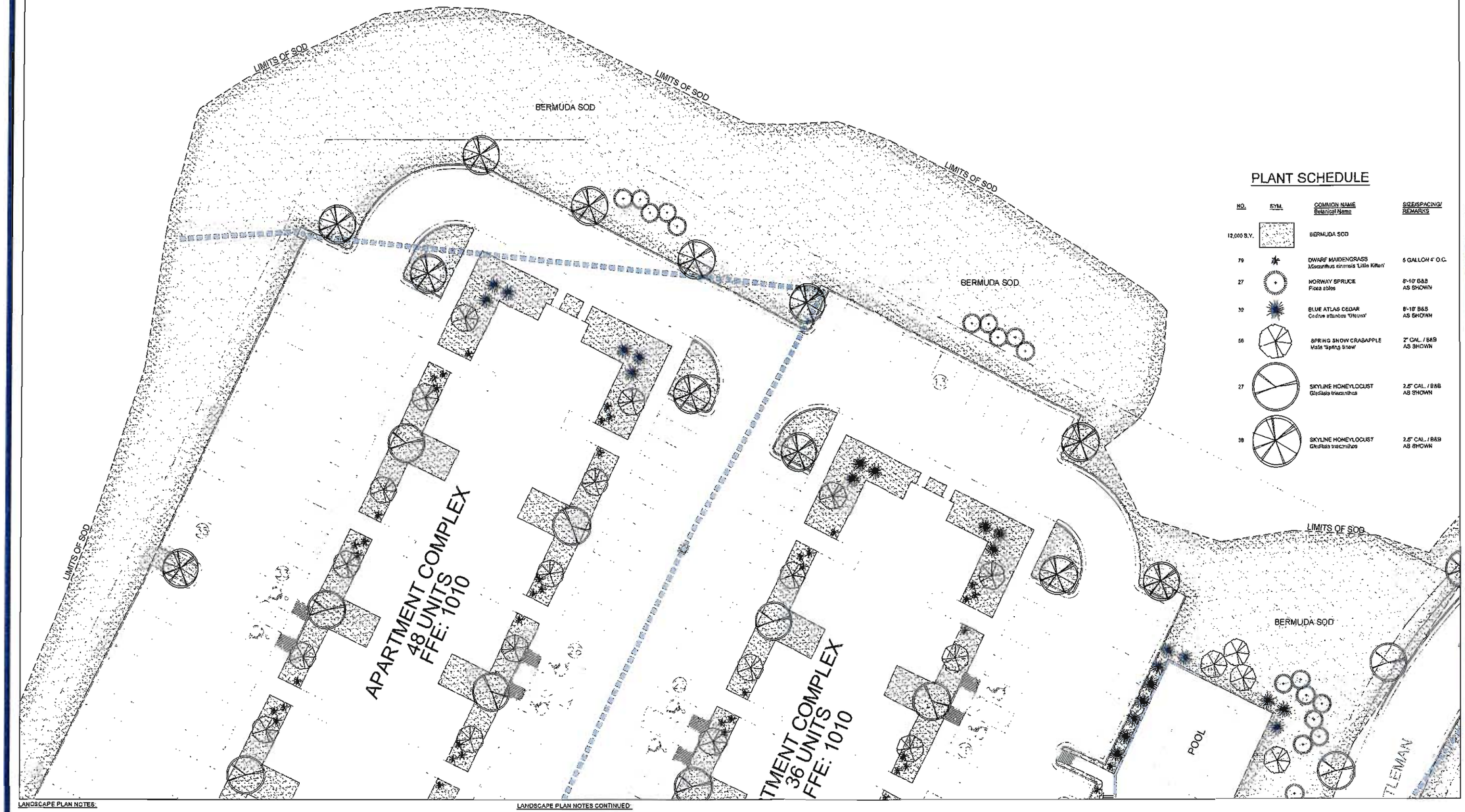
NO.	DATE	INIT.	REVISIONS

Professional Engineers & Land Surveyors
702 South Main - Joplin, Missouri 64801
400 W. First St., Ste. 300 - Claremore, Ok 74017
Mailing Address
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TOLL FREE 1-866-781-0043
www.tristate-engineering.com

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JOB NO.	12182
DATE	7-22-2013
DRAWN BY	MDT
CHKD. BY	
SHEET NO.	4.1



PLANT SCHEDULE

NO.	SYM.	COMMON NAME Botanical Name	SIZE/SPACING/ REMARKS
12,000 S.Y.		BERMUDA SOD	
79		DWARF MAIDENGRASS Miscanthus sinensis 'Little Kitten'	5 GALLON 4' O.C.
27		NORWAY SPRUCE Picea abies	8-10' B&B AS SHOWN
39		BLUE ATLAS CEDAR Cedrus atlantica 'Glauca'	8-10' B&B AS SHOWN
56		SPRING SNOW CRABAPPLE Malus 'Spring Snow'	2" CAL. / B&B AS SHOWN
27		SKYLINE HONEYLOCUST Gleditsia triacanthos	2.5" CAL. / B&B AS SHOWN
39		SKYLINE HONEYLOCUST Gleditsia triacanthos	2.5" CAL. / B&B AS SHOWN

LANDSCAPE PLAN NOTES:

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, AND RELATED ITEMS REQUIRED FOR THE COMPLETE INSTALLATION OF LANDSCAPE.
2. ALL PLANT MATERIAL SHALL BE NURSERY GROWN. PLANT MATERIAL SIZES AND GRADING SHALL COMPLY WITH THE LATEST EDITION OF AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION
3. ALL PLANT MATERIAL SHALL BE HEALTHY AND FREE FROM ALL VISIBLE SIGNS OF DISEASE OR PEST INFESTATION.
4. CONTRACTOR SHALL ASCERTAIN LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION PRIOR TO COMMENCING WITH ANY WORK, CONTACT 1-800-344-7483
5. NO CHANGES TO APPROVED PLANT SCHEDULE WILL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY OF JOPLIN AND THE OWNER'S REPRESENTATIVE.
6. ALL TREES SHALL BE INSTALLED, MULCHED, GUYED AND STAKED PER THE DETAILS. ALL SHRUBS SHALL BE INSTALLED AND MULCHED PER THE DETAILS.
7. HARDWOOD MULCH, A MINIMUM OF 2" DEEP, SHALL BE APPLIED TO ALL PLANTING BEDS SHOWN ON THIS PLAN
8. THE CONTRACTOR SHALL PROVIDE A ONE YEAR MINIMUM WARRANTY FOR ALL PLANT MATERIALS AND INSTALLATION FROM THE DATE OF ACCEPTANCE.

LANDSCAPE PLAN NOTES CONTINUED

9. THE CONTRACTOR SHALL SPOIL ANY EXCESS TOPSOIL LOCATED ON THE SITE THAT IS NOT REQUIRED TO PERFORM LANDSCAPE OPERATIONS. IF SUFFICIENT TOPSOIL IS NOT PRESENT ON SITE, THE CONTRACTOR SHALL IMPORT TOPSOIL TO THE SITE IN ORDER TO COMPLETE THE LANDSCAPE OPERATIONS. THE CONTRACTOR SHALL PERFORM A SOIL TEST ON THE EXISTING AND IMPORTED TOPSOIL AND APPLY LIME AND FERTILIZER AS RECOMMENDED BY THE TESTING AGENCY.
10. IN ALL PLANTING BEDS, SOD SHALL BE REMOVED ENTIRELY AND SOIL SHALL BE AMENDED WITH SIX INCHES OF TOPSOIL AND A MINIMUM OF SIX INCHES OF COMPOST TILLED INTO THE BEDS.
11. IRRIGATION TO BE DESIGNED AND INSTALLED ON SITE WITH HUNTER PGP ROTARY HEADS, HUNTER "S" TYPE SPRAY HEADS, HUNTER ICC 40 STATION CONTROLLER, RAIN AND FREEZE SENSORS, RAINBIRD PROFESSIONAL SERIES VALVES. EXISTING IRRIGATION IN THE LAWN AREAS SHALL BE RELOCATED OUT OF PROPOSED BED AREAS. ALL PROPOSED BED AREAS SHALL HAVE IRRIGATION ADDED, ADDITIONAL ZONES WILL BE REQUIRED AND POSSIBLY A LARGER CONTROL BOX.
12. ALL LAWN AREAS ARE TO BE IRRIGATED ON SEPARATE STATIONS AS LANDSCAPE BEDS
13. CONTRACTOR SHALL PROVIDE A THREE YEAR WARRANTY ON THE IRRIGATION SYSTEMS PARTS AND LABOR.

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CALL 1-800-DIG-RITE

0 20' 40'
SCALE 1" = 20' FEET

GRAY ROCK, LLC.
Landscape Architecture
5204 Village Parkway, Suite 11
Rogers, Arkansas 72758
www.grayrockconsulting.com
479.966.4413 office
800.887.7685 fax

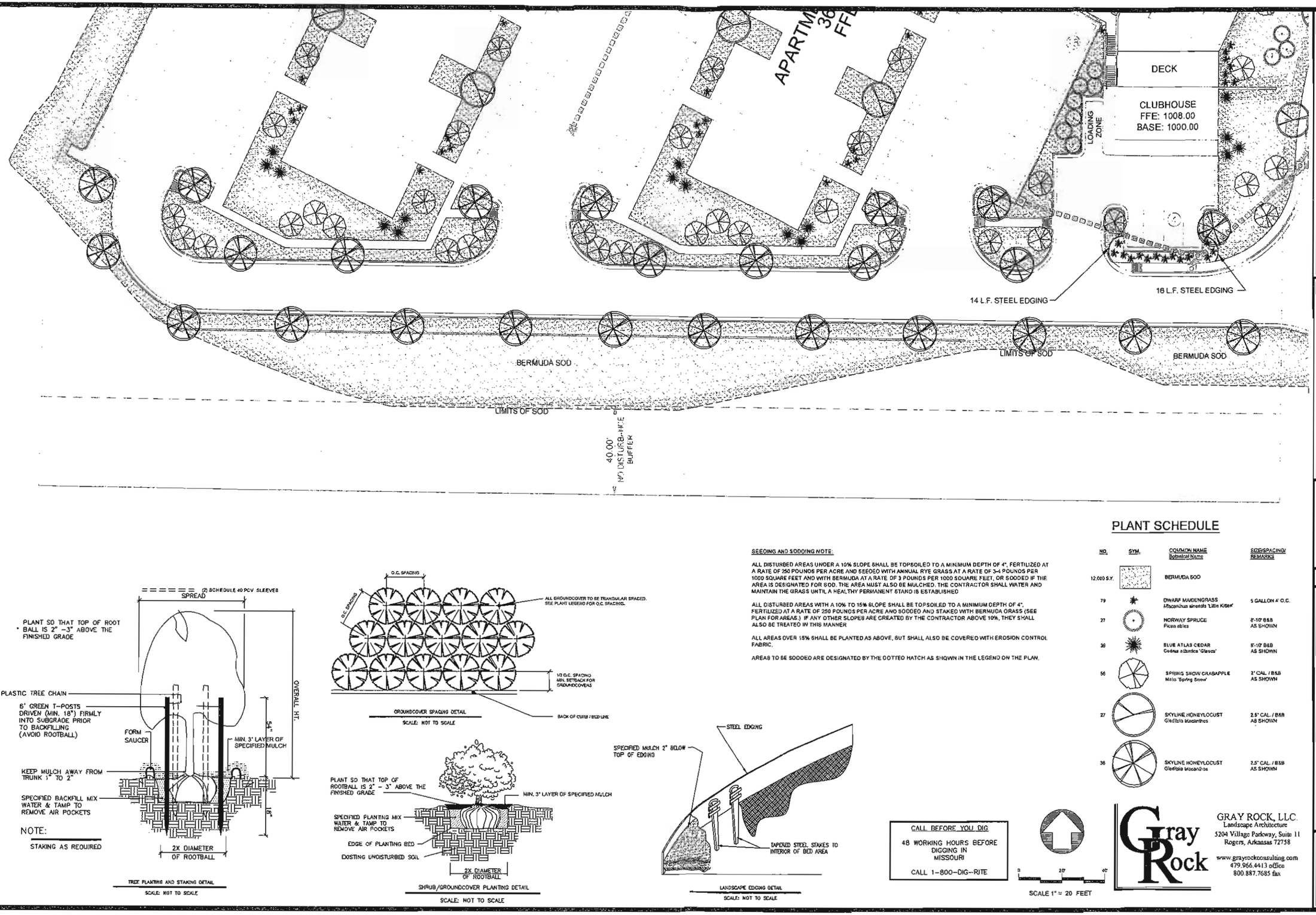
PROJECT
LANDSCAPE PLAN
RUSTIC RIDGE VILLAS

CUSTOMER
HISTORIC STOCKYARDS DISTRICT
JOPLIN, JASPER CO., MISSOURI

NO.	DATE	INIT.	REVISIONS

TRI-STATE ENGINEERING
Professional Engineers & Land Surveyors
702 South Main - Joplin, Missouri 64801
403 W. First St., Ste. 300 - Claremore, Ok. 74017
Mailing Address
P.O. Box 1897 Joplin, Missouri 64802
Phone (417) 781-0643 - FAX (417) 781-4714
TOLL FREE 1-866-781-0643
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CHKD. BY	
SHEET NO.	4.2



TREE PLANTING AND STAKING DETAIL

SCALE: NOT TO SCALE

GROUNDCOVER SPACING DETAIL

SCALE: NOT TO SCALE

SHRUB/GROUNDCOVER PLANTING DETAIL

SCALE: NOT TO SCALE

LANDSCAPE EDGING DETAIL

SCALE: NOT TO SCALE

SEEDING AND SODDING NOTE:

ALL DISTURBED AREAS UNDER A 10% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SEEDED WITH ANNUAL RYE GRASS AT A RATE OF 3-4 POUNDS PER 1000 SQUARE FEET AND WITH BERMUDA AT A RATE OF 3 POUNDS PER 1000 SQUARE FEET, OR SODDED IF THE AREA IS DESIGNATED FOR SOD. THE AREA MUST ALSO BE MULCHED. THE CONTRACTOR SHALL WATER AND MAINTAIN THE GRASS UNTIL A HEALTHY PERMANENT STAND IS ESTABLISHED

ALL DISTURBED AREAS WITH A 10% TO 15% SLOPE SHALL BE TOPSOILED TO A MINIMUM DEPTH OF 4", FERTILIZED AT A RATE OF 250 POUNDS PER ACRE AND SODDED AND STAKED WITH BERMUDA GRASS (SEE PLAN FOR AREAS.) IF ANY OTHER SLOPES ARE CREATED BY THE CONTRACTOR ABOVE 10%, THEY SHALL ALSO BE TREATED IN THIS MANNER

ALL AREAS OVER 15% SHALL BE PLANTED AS ABOVE, BUT SHALL ALSO BE COVERED WITH EROSION CONTROL FABRIC.

AREAS TO BE SODDED ARE DESIGNATED BY THE DOTTED HATCH AS SHOWN IN THE LEGEND ON THE PLAN.

PLANT SCHEDULE

NO.	SYM.	COMMON NAME Botanical Name	SIZE/SPACING/ REMARKS
12,000 S.Y.		BERMUDA SOD	
79		DWARF MAIDENGRASS Miscanthus sinensis 'Little Kitten'	5 GALLON 4' O.C.
27		NORWAY SPRUCE Picea abies	6'-10' B&B AS SHOWN
39		BLUE ATLAS CEDAR Cedrus atlantica 'Glauca'	6'-10' B&B AS SHOWN
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403 W. Fair St., Ste. 300 - Clarmore, OK 74017
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Phone (417) 781-0843 - FAX (417) 781-4714
TOLL FREE 1-888-781-0843
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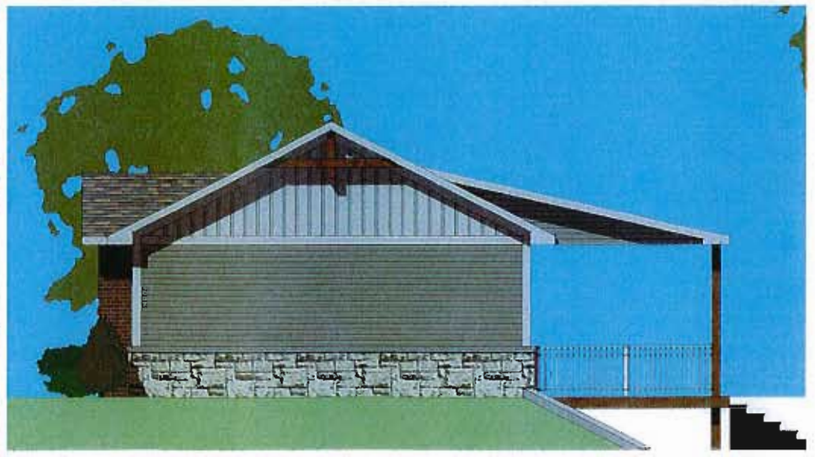
Front and Rear Elevation



Side Elevation



Clubhouse - Front Elevation



Side Elevation

Rustic Ridge Villas

Joplin, Missouri

Project notes:
In synchrony with the rustic theme of the development, primary exterior materials will consist of a combination of brick masonry, precast banding, horizontal lap siding, vertical board & baton siding, shadowline asphalt shingles, and stained timber framing.

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