INFORMAL AGENDA

September 23, 2013

5:15 p.m.

NO INFORMAL MEETING

COUNCIL A G E N D A

September 23, 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
1. Discussion of the Peace Pole Project – Chris Cotten

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings
Public Hearing Procedures
1. COUNCIL BILL NO. 2013-297 - AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Charlie Kuehn. Planning and Zoning recommended approval).

8. Consent Agenda
1. Minutes of the September 3, 2013 meeting

2. Minutes of the September 5, 2013 special meeting

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.

3. COUNCIL BILL NO. 2013-293 - AN ORDINANCE providing for the vacation of the 40-foot wide public street known specifically as the North Patterson Avenue right-of-way between Rolla and Quincy Streets, in the City of Joplin, Jasper County, Missouri.

4. COUNCIL BILL NO. 2013-296 - AN ORDINANCE Request to Review the Final Plat for WAL-MART'S FIRST ADDITION located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2013-012 - AN ORDINANCE authorizing the assignment of rights under the franchise agreement from Southern Union Company to Laclede Gas Company; and containing an emergency clause.

2. COUNCIL BILL NO. 2013-224 - AN ORDINANCE approving the purchase of right of way from property at 2818, 2824, and 2828 E. 19th Street, consisting of part of Lots Numbered Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), in Dowell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Eighteen Thousand and 00/100 dollars ($18,000.00) and containing an emergency clause.

3. COUNCIL BILL NO. 2013-225 - AN ORDINANCE approving the purchase of right of way from property at 2001 Texas Avenue, consisting of part of lot Numbered Sixty-Four (64) in Kindred's Replat, to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Seventeen Thousand Eight Hundred Seventy-Five and 00/100 dollars ($17,875.00) and containing an emergency clause.

4. COUNCIL BILL NO. 2013-226 - AN ORDINANCE approving the purchase of right of way and easements from property at 1201 E. 20th Street, located in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE ¼) of Section One, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Seventy-Seven Thousand and 00/100 dollars ($77,000.00) and containing an emergency clause.

5. COUNCIL BILL NO. 2013-227 - AN ORDINANCE approving the purchase of right of way and easements from property at 1931 Michigan Avenue, consisting of Part of Lot Numbered Twenty-Two (22) in Campbell's Seventh Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Ninety-Five Thousand One Hundred Thirty and 00/100 dollars ($95,130.00) and containing an emergency clause.

6. COUNCIL BILL NO. 2013-228 - AN ORDINANCE approving the purchase of right of way and easements from property at 1315 E. 20th Street, consisting of Part of Lot Numbered Twenty-One (21) in Campbell's Seventh Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Sixty-Nine Thousand Two and 00/100 dollars ($69,002.00) and containing an emergency clause.

7. COUNCIL BILL NO. 2013-229 - AN ORDINANCE approving the purchase of right of way and easements from property at 1415 E. 20th Street, consisting of Part of Lots Numbered Twenty-Two (22) and Twenty-Three (23) in J.W. Ratcliffe's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Forty-Three Thousand and 00/100 dollars ($43,000.00) and containing an emergency clause.

8. COUNCIL BILL NO. 2013-230 - AN ORDINANCE approving the purchase of right of way and easements from property at 1419 E. 20th Street, consisting of Part of Lots Numbered Twenty-One (21) in J.W. Ratcliffe's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Thirty Thousand and 00/100 dollars ($30,000.00) and containing an emergency clause.

9. COUNCIL BILL NO. 2013- 232 - AN ORDINANCE approving a contract with APAC of Missouri Inc. in the amount of Five Million Five Hundred Forty One Thousand Nine Hundred Twenty Four and 01 /100 Dollars ($5,541,924.01) for 20th Street Grade Separation project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

10. COUNCIL BILL NO. 2013-233 - AN ORDINANCE approving a contract with Blevins Asphalt Company in the amount of One Hundred Fifty Four Thousand Two Hundred Fifty Five and 22/100 Dollars ($154,255.33) for the Railroad Crossing Pavement Repair project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

11. COUNCIL BILL NO. 2013-626 - AN ORDINANCE authorizing and approving the City to purchase a 2000 Gallon Tanker Apparatus from Deep South Fire Trucks, for the amount of Two Hundred Eleven Thousand, Three hundred and Fifty Dollars, Zero Cents ($211,350.00); authorizing the City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, containing an emergency clause.

12. COUNCIL BILL NO. 2013-630 - AN ORDINANCE approving a Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Clyde E. Black, for the purchase and acquisition of real estate located generally at 1424 W. Glendale in Joplin, Newton County, Missouri, for park purposes; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

11. Ordinances – First Reading

1. COUNCIL BILL NO. 2013-629 - AN ORDINANCE approving the application of Historic Murphysburg's DickensFest, Spiva Center for the Art's PhotoSpiva, Joplin Memorial Run, Rufus Racing's Summer Roundup Triathlon Weekend, Wildcat Glades Conservation & Audubon Center, Shoal Creek Water Festival, Joplin Disc Golf Club, Salvation Army Chicago Staff Band, MSSU Homecoming Celebration for utilization of FY2014 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.

12. Ordinances – Second Reading and Third Reading

1. AMENDED COUNCIL BILL NO. 2013-294 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from Districts R-3, C-3, and M-2 and including in District C-2-PD property as described below and located at the southeast corner of Seventh Street and Pennsylvania Avenue in the City of Joplin, Jasper County, Missouri.

13. Unfinished Business

1. AMENDED 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.

14. New Business

1.Members of Council to recognize individuals who have completed terms on Boards and Commissions, followed by a reception in the lobby outside of the council chambers on 5th floor. Cookies and punch will be served and each honoree will receive a thank-you gift. Council will join guests at reception.

Notice posted at 4:30p.m. on this the 19 day of September, 2013. (RSMo 610.020)

PUBLIC HEARINGS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 23, 2013

Item: COUNCIL BILL NO. 2013-297
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm Date: 9/13/2013
City Attorney: Brian Head Date: 9/14/13
City Manager: R. Mark Rohr Date: 9-16-13
Board or Commission: Planning and Zoning Commission Date: 9/9/2013

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

SUMMARY/REQUEST:
Case 059-13: Beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue – A request for the vacation of a 20 foot wide public alley and utility easement – Charlie Kuehn.

STAFF SUMMARY:
This vacation will allow for the development of a commercial/retail shopping center containing approximately 19,800 square feet of tenant space. The site plan for the planned development was approved by the City Council in January, 2013.

The vacation will allow for the approved planned development to proceed.

Staff recommends approval of Case 059-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bruce Warstler appeared representing Mr. Kuehn to request the vacation of the alley and utility easement. Mr. Kuehn has received the consent from all the utility companies to move that easement around to the east side and down Virginia Avenue.

Mr. Eastman asked if Empire District Electric is planning underground or overhead lines, and Mr. Warstler believes they are planning overhead lines.

PUBLIC COMMENT:
None.

Z&P Meeting: September 9, 2013
City Council Meeting: September 23, 2013

STAFF PLANNING REPORT
Vacation

CASE 059-13:

A request for the vacation of a 20 foot wide public alley and utility easement.

APPLICANT: Charlie Kuehn

REPRESENTATIVE: N/A

LOCATION: North-south alley between Main and Virginia, 30th and 31st

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EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley	20' x 400'

REASON FOR VACATION:

This vacation will allow for the development of a commercial/retail shopping center containing approximately 19,800 square feet of tenant space. The site plan for the planned development was approved by the City Council in January 2013.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The vacation will allow for the approved planned development to proceed.

Staff recommends approval of Case 059-13.

ENCLOSURES: None

RECEIVED 4-8-13

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.: 059-13
Filing Fee: $ 350.00
Date Advertised: 8/25/13
Date Notices Sent N/A
Public Hearing Date: 9/9/13

I. Applicant Name: Charlie Kuehn Phone: 417-625-1609

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

Address: 620 McConnell Zip: 64801

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: 415' of Alley way from E 31st St going North to East 30th St, between South Virginia Ave and South main St.
(See attached Beacon View)

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. NO

2. The vacation will not cause the public to suffer a loss or inconvenience. NO

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

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



0 65 130 260 390 520 Feet

Case 059-13: A request for the vacation of a 20 foot wide north-south public alley and utility easement between 30th and 31st Street, Main Street and Virginia Avenue. - Charlie Kuehn

N

Case 059-13: Beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue – A request for the vacation of a 20 foot wide public alley and utility easement – Charlie Kuehn.

Mr. Harrington opened the public hearing for Case 059-13.

Mr. Bruce Warstler, 9952 Southeast 90th Street, Baxter Springs, Kansas, appeared representing Mr. Kuehn to request the vacation of the alley and utility easement. Mr. Kuehn has received the consent from all the utility companies to move that easement around to the east side and down Virginia Avenue.

Mr. Eastman asked if Empire District Electric is planning underground or overhead lines, and Mr. Warstler believes they are planning overhead lines.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 059-13.

MR. DUNCAN MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 059-13 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. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. RAMSOUR, AND MR. SMITH VOTING "AYE"; AND WITH MR. BROWN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 059-13
Charlie Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-297 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot wide public alley and utility easement beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue 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 20-foot wide public alley and utility easement beginning at the south 30th Street right-of-way line south 400 feet to the north 31st Street right-of-way line between Main Street and Virginia Avenue in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> The north-south public alley and utility easement bounded by Main Street to the west, Virginia Avenue to the east, 30th Street to the north, and 31st Street to the south, beginning at the south right-of-way line of 30th Street south approximately 400 feet to the north right-of-way line of 31st Street.

Section 2. That this vacation of the portion of the alley hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in that portion of the alley hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said alley and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

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

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES September 3, 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 Clerk Barbara Hogelin

FLAG SALUTE – led by Mr. Golden

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.

PUBLIC HEARING for COUNCIL BILL NO. 2013-292

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor of or against this item.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2013-292. Motion by Mr. Woolston, Second by Mr. Golden, to Table Council Bill No. 2013-292, Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

COUNCIL BILL No. 2013-292 was TABLED.

AN ORDINANCE providing for the vacation of a 20-foot wide public alley beginning at the north Seventh Street right-of-way line north 150 feet between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-293

Mayor Colbert-Kean opened the Public Hearing

Kyle Denham, PLJBD, 303 Main, appeared in favor of this item representing Joplin Schools.

No one appeared against this item.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2013-293. Motion by Mr. Woolston, Second by Mr. Golden, to Place Council Bill No. 2013-293 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 Bill was read as being COUNCIL BILL No. 2013-293

AN ORDINANCE providing for the vacation of the 40-foot wide public street known specifically as the North Patterson Avenue right-of-way between Rolla and Quincy Streets, in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-294

Mayor Colbert-Kean opened the Public Hearing

Brad Irwin and Jessica Struckhoff, 1300 S. Main, appeared in favor of this item.

No one appeared against this item.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2013-294. Motion by Mr. Scearce, Second by Mr. Glaze, to Amend Council Bill No. 2013-294 to C-2 PD. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Scearce, Seibert, and Shaw 6. Nays: 2, Raney, Rosenberg, Abstention: 1, Woolston.

Motion by Mr. Scearce, Second by Mr. Glaze, to Place Amended Council Bill No. 2013-294 on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, and Shaw 8. Nays: 0. Abstention: 1, Woolston.

The Bill was read as being AMENDED COUNCIL BILL No. 2013-294

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from Districts R-3, C-3, and M-2 and including in District C-2-PD property as described below and located at the southeast corner of Seventh Street and Pennsylvania Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2013-295

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor of this item.

Sharon Vernon, 2111 E. 35th, Joplin, against this item.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2013-295. Motion by Mr. Scearce, Second by Mr. Glaze, to Deny Council Bill No. 2013-295 . Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce and Seibert, 7. Nays: 2. Shaw, Woolston

COUNCIL BILL NO. 2013-295 was DENIED

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located at 3222 South Garrison Avenue in the City of Joplin, Newton County, Missouri.

CONSENT AGENDA APPROVED - Motion by Mr. Scearce, Second by Ms. Raney, 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 August 19, 2013 meeting

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. Ordinance No. 2013-196

COUNCIL BILL NO. 2013-296 - AN ORDINANCE Request to Review the Final Plat for WAL-MART'S FIRST ADDITION located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri.

RESOLUTIONS

ORDINANCES-EMERGENCIES

Dr. Rosenberg introduced Council Bill No. 2013-011- Motion by Dr. Rosenberg, Second by Mr. Woolston to Adopt Council Bill No.2013-011. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 1, Scearce. Abstention: 1, Golden.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-197

AN ORDINANCE approving the Senior Transitional Housing Site Development Agreement by and between the City of Joplin and SWJOMO Seniors, LLC, and the Joplin Redevelopment Corporation, for the redevelopment of property located at near the intersection of 26th Street and McClelland Blvd.; authorizing the City Manager to execute said Predevelopment Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-220 - Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No.2013-220. 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. 2013-198

AN ORDINANCE approving a contract with CE Contracting Inc. in the amount of Two Hundred Ninety Six Thousand Six Hundred Twenty Five and 45/100 Dollars ($296,625.45) for the 20th Street Transit Pedestrian and Bicycle Upgrade 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.

Mr. Woolston introduced Council Bill No. 2013-221- Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No.2013-221. 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. 2013-199

AN ORDINANCE approving the purchase of right of way and easements from property at 1405 E. 20th Street, consisting of Part of Lots Numbered Twenty-Four (24) and Twenty-Five (25) in J.W. Ratcliffe's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Fifty Thousand Fifty and 00/100 dollars ($50,050.00) and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-624 - Motion by Mr. Woolston, Second by Mr. Seibert to Adopt Council Bill No.2013-624. 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. 2013-200

AN ORDINANCE approving a contract with Dalton-Killinger Construction Company in the amount of One Hundred Fifty-Nine Thousand Eight Hundred Seventy-One Dollars and No Cents ($159,871.00) for the Route 66 Mural Park construction in the City of Joplin, Missouri; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, and containing an emergency clause.

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING AND THIRD READING
UNFINISHED BUSINESS
Motion by Mr. Scearce, Second by Mr. Woolston to reconsider the language of Resolution No. 2013-025. 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. Woolston to Amend Resolution No. 2013-025 to five (5) former Mayors and four (4) remaining seats being citizens at-large. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

NEW BUSINESS
Mr. Shaw mentioned the passing of longtime friend and church pastor Harry Givens of Unity Baptist Church.

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 Mr. Woolston, Second by Mr. Golden to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 5. Nays: 4, Glaze, Shaw, Rosenberg, and Scearce.

There being no further business the meeting adjourned at 7:46 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

September 5, 2013

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 5:30 p.m. by Mayor ProTem Bill Scearce.

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 5:30p.m. on Thursday, September 5, 2013, in the 5th Floor Informal, 602 S. Main for accepting the FAA grant for construction of a service road at the Joplin Regional airport.

ROLL CALL: PRESENT: Morris Glaze, Jack Golden, Trisha Raney, Benjamin Rosenberg, Bill Scearce, Michael Seibert Gary Shaw, and Mike Woolston, 8. ABSENT: 1, Melodee Colbert–Kean.

ORDINANCES-EMERGENCIES

Mr. Seibert introduced Council bill No. 2013-625. Motion by Mr. Seibert, Second by Ms. Raney to Adopt Council Bill No. 2013-625. Voting in favor were Council Members: Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Colbert-Kean.

The Council Bill was declared Adopted and entitled ORDINANCE NO. 2013-201

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

OTHER BUSINESS

City Clerk asked the Council if persons that have completed their terms on Boards and Commissions could be recognized at the next Council meeting on the 23rd. She stated the last recognition was held on January 26, 2010 with a dinner and awards at Memorial Hall. Because of the storm we want to get back on track with the recognitions. She said she envisioned having Council help distribute the wood plaques up on the dais to the recipients as the Mayor reads their names. Council consented. Assistant City Clerk Barb Gollhofer will host a reception with a Thank You gift in the hall and Council will join them immediately following the council meeting.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:40 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: September 3, 2013

Item: COUNCIL BILL NO. 2013-293
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm Date: 8/23/2013
City Attorney: Brian Head Date: 8-26-13
City Manager: R. Mark Rohr Date: 8-26-13
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 053-13: North Patterson Avenue right-of-way between Rolla and Quincy Streets – A request for the vacation of a 40 foot wide public street – Kyle Denham, on behalf of Joplin Schools.

STAFF SUMMARY:
This vacation will allow a new safe room/gymnasium to be constructed in between the existing Royal Heights Elementary and the existing Patterson Avenue right-of-way. Patterson Avenue will be maintained as a private drive, but will continue to have through access to both Rolla and Quincy Streets. The utility easement will remain.

The vacation will give Joplin Schools more flexibility with site design as they own property on both sides of Patterson Avenue between Rolla and Quincy Streets.

Staff recommends approval of Case 053-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kyle Denham, PLJBD Architects, appeared representing the Joplin Public Schools. He explained that this portion of North Patterson Avenue runs between Rolla and Quincy Streets through the property that the Joplin Schools own on both sides, so no other properties are affected by this vacation.

Mr. Denham is adding a FEMA storm shelter and will create a new office and a new front door for Royal Heights Elementary School. They can pave the existing gravel parking lot just east of Patterson Avenue, with the proposed development creating more of a campus effect.

Mr. Denham stated that the school buses park on Quincy Street, which is a very narrow road. The parents stack up on Rolla Street. A new parent drop-off area will encroach into the school property right-of-way, with the buses coming onto the vacated portion of Patterson Avenue. This area will be paved and moved slightly to the east, with the buses being totally off of Quincy. The vehicular circulation will be improved greatly.

Mr. Denham explained that the safe room will be a community safe room that will be open to the neighborhood. Nice parking with ADA accessible spaces will be provided so people can come right into the shelter and not be interfering with the school operations.

Mr. Denham has received letters from some of the utilities including Empire District Electric, Missouri American Water, and Cable One. He may have to work with Empire District to relocate one pole, but all the utility easements would remain intact.

Mr. Cortez asked Mr. Denham if the existing gravel staff parking to the east of Patterson Avenue will be paved, and he replied that the whole area will be paved. A water quality basin and water detention area is located there as well, but all the area will be paved. There is sufficient space for visitors' parking in this area.

PUBLIC COMMENT:
None.

Z&P Meeting: August 12, 2013
City Council Meeting: September 3, 2013

STAFF PLANNING REPORT
Vacation

CASE 053-13:

A request for the vacation of a 40 foot wide public street.

APPLICANT: Kyle Denham, on behalf of Joplin Schools

REPRESENTATIVE: N/A

LOCATION: N. Patterson Avenue between Rolla and Quincy Streets

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EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Street	40' x 200'

REASON FOR VACATION:

This vacation will allow a new safe room/gymnasium to be constructed in between the existing Royal Heights Elementary and the existing Patterson Avenue right-of-way. Patterson Avenue will be maintained as a private drive, but will continue to have through access to both Rolla and Quincy Streets. The utility easement will remain.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: Yes

DISCUSSION:

The vacation will give Joplin Schools more flexibility with site design as they own property on both sides of Patterson Avenue between Rolla and Quincy Streets.

Staff recommends approval of Case 053-13.

ENCLOSURES: None

RECEIVED
6-18-13

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.: CVS 3-13
Filing Fee: $ 350.00
Date Advertised: 7-28-13
Date Notices Sent 7-29-13
Public Hearing Date: 8-12-13

I. Applicant Name: KYLE DENHAM FOR JOPLIN SCHOOLS Phone: 624.4004

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

Address: 303 S. MAIN JOPLIN MO Zip: 64801

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: _____

PATTERSON BETWEEN ROLLA AND QUINCEY. SEE ATTACHED DRAWING

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

1. Private rights will nor be injured or endangered by the vacation. NO, JOPLIN SCHOOLS OWNS ALL OF THE PROPERTY ON EITHER SIDE OF PATTERSON.

2. The vacation will not cause the public to suffer a loss or inconvenience. No

3. In justice to the applicant(s) the vacation should be granted. VACATED PATTERSON WILL ALLOW THE SCHOOL TO DEVELOP THE SITE TO IMPROVE BUS AND PARENT DROP-OFF.

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

KYLE DENHAM



0 60 120 240 360 480 Feet

Case 053-13: A request for the vacation of a portion of Patterson Avenue, a 40 foot wide public street, beginning at the south right-of-way line of Rolla Street south to the north right-of-way line of Quincy Street. Located east of Royal Heights Elementary. - Kyle Denham, on behalf of Joplin Schools

N

Case 053-13: North Patterson Avenue right-of-way between Rolla and Quincy Streets – A request for the vacation of a 40 foot wide public street – Kyle Denham, on behalf of Joplin Schools.

Mr. Harrington opened the public hearing for Case 053-13.

Mr. Kyle Denham, PLJBD Architects, 303 Main Street, Joplin, appeared representing the Joplin Public Schools. He explained that this portion of North Patterson Avenue runs between Rolla and Quincy Streets through the property that the Joplin Schools own on both sides, so no other properties are affected by this vacation.

Mr. Denham is adding a FEMA storm shelter and will create a new office and a new front door for Royal Heights Elementary School. They can pave the existing gravel parking lot just east of Patterson Avenue, with the proposed development creating more of a campus effect.

Mr. Denham stated that the school buses park on Quincy Street, which is a very narrow road. The parents stack up on Rolla Street. A new parent drop-off area will encroach into the school property right-of-way, with the buses coming onto the vacated portion of Patterson Avenue. This area will be paved and moved slightly to the east, with the buses being totally off of Quincy. The vehicular circulation will be improved greatly.

Mr. Denham explained that the safe room will be a community safe room that will be open to the neighborhood. Nice parking with ADA accessible spaces will be provided so people can come right into the shelter and not be interfering with the school operations.

Mr. Denham has received letters from some of the utilities including Empire District Electric, Missouri American Water, and Cable One. He may have to work with Empire District to relocate one pole, but all the utility easements would remain intact.

Mr. Cortez asked Mr. Denham if the existing gravel staff parking to the east of Patterson Avenue will be paved, and he replied that the whole area will be paved. A water quality basin and water detention area is located there as well, but all the area will be paved. There is sufficient space for visitors' parking in this area.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 053-13.

MR. BROWN MOVED, SECONDED BY MR. SMITH, THAT CASE 053-13 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. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSENT).

P & Z Case 053-13
Kyle Denham, on behalf of Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-293 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of the 40-foot wide public street known specifically as the North Patterson Avenue right-of-way between Rolla and Quincy Streets, 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 the 40-foot wide public street known specifically as the North Patterson Avenue right-of-way between Rolla and Quincy Streets, 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:

The portion of Patterson Avenue extending from the north right-of-way line of Quincy Street to the south right-of-way line of Rolla Street.

Section 2. That this vacation of the portion of the street hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said street and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

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: September 3, 2013

Item: COUNCIL BILL NO. 2013-296
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm SA Date: 8/23/2013
City Attorney: Brian Head BH Date: 8-26-13
City Manager: R. Mark Rohr RMR Date: 8-26-13
Board or Commission: Planning and Zoning Commission MDW Date: 8/12/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 1 absent"

SUMMARY/REQUEST:
Case 051-13: 1600 East 7th Street – A request for a Final Plat for "Wal-Mart's First Addition" – Wal-Mart Real Estate Business Trust (BSA, Inc.)

STAFF SUMMARY:
The final plat is to consolidate 34 platted lots into 1 lot for a proposed Wal-Mart Neighborhood Market. Wal-Mart vacated an alley and two utility easements prior to submitting for preliminary and final plat of this property.

Staff recommends approval of Case 051-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mark Frankenberg, Buescher Frankenberg Associates, appeared representing Wal-Mart to vacate all the lot lines within the property they own at 1600 East Seventh Street. This will prevent confusion in the future if Wal-Mart ever wants to sell or re-finance the property.

PUBLIC COMMENT:
None.

Z&P Meeting: August 12, 2013
City Council Meeting: September 3, 2013

STAFF PLANNING REPORT
Final Plat

CASE 051-13:

Final Plat review for "Wal-Mart's First Addition."

NAME OF SUBDIVISION: Wal-Mart's First Addition

LOCATION: 1600 E. 7th Street

APPLICANT: Wal-Mart Real Estate Business Trust / BFA, Inc.

PRESENT ZONING: C-3 (Commercial)

PRESENT LAND USE: Car Dealership, Automotive Repair

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3 / C-3 PD	R-1	M-2
Land Use	Auto Sales	Car Wash,	Single-Family	Retail (former drug store)

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
1	N/A	N/A	5.629

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 7th Street	Major Arterial	85'
S. St. Louis Avenue	Minor Arterial	60'
E. 8th Street	Local	50'
Vermont Avenue	Local	60'

DEDICATED STREET(S):

Dedicated street(s)	Width of street(s)
None	N/A

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:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION

The final plat is to consolidate 34 platted lots into 1 lot for a proposed Wal-Mart Neighborhood Market. Wal-Mart vacated an alley and two utility easements prior to submitting for preliminary and final plat of this property.

Staff recommends approval of Case 051-13.

ENCLOSURES:

Final Plat

Submit by Email | Print Form

RECEIVED 6-21-13

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Case
~~Subdivision No:~~ 057-13
Date Filed: 6-21-13
Date of Meeting: 8-12-13
Fee: $ Ø

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Wal-Marts First Addition

II. Name of Owner: Wal-Mart Real Estate Business Trust

III. Name of Subdivider: Buescher Frankenberg Associates, Inc

IV. Name of Person who prepared the Plat: Mark R. Frankenberg

V. Date of Hearing: _____

VI. Location of Property by Streets: 1600 East 7th Street, 720 South St. Louis Street, Joplin Mo

VII. Present Zoning of Property C3

VIII. Present Uses of Property Car Dealership, Automotive Repair Shop

IX. No. of Acres in Total Tract 5.629 No. of Lots 1

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☒	☐
B. Location of section, township, range, county and state, including the desctiptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	☒	☐

C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ☒ ☐

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ☒ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☒ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. ☒ ☐

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ☒ ☐

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ☒ ☐

I. Building setback lines on the front and side streets with dimensions. ☒ ☐ (in Notes)

J. Name and address of the registered land surveyor preparing the plat. ☒ ☐

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ☒ ☐

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☒ ☐

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? ☒ ☐

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager.	☒	☐
B. Dedications or reservations.	☒	☐
C. Surveyor preparing plat.	☒	☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☐ ☐

XIII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision?	☐	☒
B. If so, has a copy been submitted?	☐	☐ (N/A)

XIV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

XV. Are additional comments attached? ☐ ☒

* Letter of Credit or performance Bond pending building permit approval of Wal-Mart Neighborhood Market.

FINAL PLAT
WAL-MART'S FIRST ADDITION
TO THE CITY OF JOPLIN

ALL OF LOTS 5 THRU 8, 29 THRU 37, 46 THRU 48, 67 THRU 75 AND PART OF LOTS 38, 39 AND 76, VACATED MASSACHUSETTS AVENUE THE ALLEYS BETWEEN EIGHT STREET AND SEVENTH STREET AND BETWEEN ST. LOUIS AVENUE AND VERMONT AVENUE ALL IN "MURPHY AND LEFFEN ADDITION", ALL BEING PART OF THE N.E. QUARTER OF THE N.E. QUARTER OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5th P.M., CITY OF JOPLIN, JASPER COUNTY, MISSOURI

SCALE: 1" = 40'

SEVENTH STREET
80' RIGHT-OF-WAY

EIGHTH STREET
80' RIGHT-OF-WAY

TERRACE AVE

VERMONT AVE
80' RIGHT-OF-WAY

S. ST. LOUIS AVE.
80' RIGHT-OF-WAY

MASSACHUSETTS AVENUE
VACATED ORDINANCE NO. 2013-142, BK 2229, PG 0332
UTILITY EASEMENT ORDINANCE NO. 2013-143, BK 2229, PG 0332

VACATED ALLEY
16' RIGHT-OF-WAY

ALLEY
16' RIGHT-OF-WAY

RIGHT OF WAY DEDICATION
3,098 S.F.
0.071 ACRES

LOT 1
245,182 Square Feet
5.629 ACRES

20' WIDE ALLEY VACATED BY ORDINANCE NO. 2013-142, BK 2229, PG 0332

20' WIDE ALLEY VACATED BY ORDINANCE NO. 2013-320, BK 2291, PG 0330

FOUND CUT CROSS SOUTH RIGHT OF WAY LINE OF SEVENTH STREET AND THE WEST RIGHT OF WAY LINE OF VERMONT AVENUE

FOUND CUT CROSS N.W. CORNER LOT 1

SET IRON ROD

P.O.B. SET IRON

N89°16'10"W 480.56'(M&R)

N02°14'50"W 480.05'

S02°14'50"W 200.03'

S89°16'10"E 450.66'

S89°16'10"E 131.40'

S89°16'10"E 144.00'

S89°16'10"E 143.55'

N89°16'10"W 133.55'

S75°09'01"E 27.59'

N82°53'34"E

S89°16'10"E 77.53'

N89°16'10"W 460.56'(M&R)

2.07'

5.12'

91.26'(M&R)

88°29'(M&R)

133.16'

71.72'

100.03'

100.05'

N/F BOYER SPRING PARK ADDITION

N/F WATHETH AND SUSAN BOYER SPRING PARK ADDITION

N/F ANTHONY AND JUDY KILLION SPRING PARK ADDITION

N/F D AND S INVESTMENTS SPRING PARK ADDITION

N/F SPRING PARK ADDITION

N/F HOOVER ADDITION

N/F MURPHY AND LEFFEN ADDITION

N/F EDGEWOOD ADDITION

N/F DEVORE ADDITION

N/F JONES ADDITION MURPHY AND LEFFEN ADDITION

N/F STONES ADDITION MURPHY AND LEFFEN ADDITION

N/F MAPLE GROVE MURPHY AND LEFFEN ADDITION

N/F K.C. RAILROAD MURPHY AND LEFFEN ADDITION

N/F ENG N' SONS

STOP SIGN

NOTES

1. Underground facilities, structures, and utilities have been omitted from available surveys and records. Therefore, from location shown on Extended easements may There may be others, the existence of which is presently not known.

2. Bearings referenced to Grid North of the Missouri Coordinate System 1983, West. Zone per GPS observation utilizing the MoDOT VRS RTK Network.

3. Field work was completed on this site by Bumpher Freemanpeg Associates, Inc. on September 30, 2013.

4. N = All plats measured or recorded bearing on September 30, 2013 by BFA & Surv. of BFA, Inc.
P = Previously recorded information as per "Murphy and Leffen Addition."

5. This site is in Zone "X" which means not to be outside the 0.2% annual chance flood plain, as per Federal Emergency Management Agency F.I.R.M. Map Number 29097C0270G, dated March 16, 2005

6. The site is zoned C1 and C3 in use the City of Joplin Zoning Map

7. Building setback lines as per the City of Joplin Zoning Ordinance

Zone C1 (Neighborhood Commercial District)
Front Yards: A front yard of not less than 15 feet shall be provided.
Side Yards: No side yard is required, except that where a side line of a lot in a C1 District abuts upon the side line of a lot in a District R-1 to C-O inclusive, a side yard shall then be provided not less in width than the side yard required in the district. A side yard of 15 feet shall be provided on the street side of a corner lot.
Rear Yards: No rear yard is required, except that where a rear line of a lot in a C1 District abuts upon land in a District R-1 to C-O inclusive, a rear yard of not less than ten (10) feet shall be provided in the district.
Height: Buildings or structures shall not exceed thirty (30) feet or two stories.

Zone C3 (Commercial District)
Front yards: No building hereafter constructed shall provide a front yard, the minimum depth of which shall be 15 feet.
Side yards: No side yard is required, except that where a side line of a lot in a C3 district abuts upon the side line of a lot in a District R-1 to C-O inclusive, a side yard shall then be provided the same as required in the district. A side yard of 15 feet shall be provided on the street side of a corner lot.
Rear yards: No rear yard required, except that where a rear line of a lot in a District R-1 to C-O inclusive a rear yard of not less than 20 feet shall be provided.
Height: Buildings or structures shall not exceed three stories or 45 feet in height.

8. All lot lines as established by Murphy and Leffen Addition to the City of Joplin, recorded in Misc. 1, 317 in Plat Book 3, Page 240 are hereby vacated and released, with the limited use by the City.

9. Proposed use of the property is Retail Sales

DESCRIPTION:

A tract of land being all of Lots 5 thru 8, Lots 29 thru 37, Lots 46 thru 48, Lots 67 thru 75 and part of Lots 38, 39 and 76, all of vacated Massachusetts Avenue, the vacated Alley lying east of Massachusetts Avenue and the vacated Alley lying west of Massachusetts Avenue all lying between Seventh Street and Eight Street, all in "MURPHY AND LEFFEN ADDITION" to the City of Joplin, recorded in Plat Book 3, Page 240 on May 1, 1917 in the Jasper County Recorder of Deeds Office, all being part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West of the 5th P.M., City of Joplin, Jasper County, Missouri, more particularly described as follows:

Beginning at a set iron rod at the Southwest Corner of said Lot 67 also being on the east right of way line of Vermont Avenue and the north right of way line of Eighth Street; thence along said east right of way line and the west line of said Lots 67 thru 75 N02°14'50"W, 480.05 ft. to a set iron rod at the intersection of said line and the proposed south right of way line of Seventh Street; thence leaving said line and proposed right of way line S89°16'10"E 77.53 ft. to a set iron rod; thence S75°09'01"E 27.59 ft. to a set iron rod; thence S89°16'10"E 144.00 ft. to a set iron rod; thence N82°53'34"E 91.72 ft. to a set iron rod; thence S89°16'10"E 131.40 ft. to a set iron rod on the east line of said Lot 38, also being the west right of way line of an alley per said Addition; thence leaving said proposed right of way line along said east and west right of way line S02°14'50"E a 162.99 ft. to a set iron rod at the Southeast Corner of said Lot 38, also being the Northeast Corner of said Lot 39; thence along said line along the east line of said Lot 5 S89°16'10"E 143.55 ft. to a set iron rod at the Northeast Corner of said Lot 5, also being the Southeast Corner of Lot 4 of said Addition, also being on the west right of way line of St. Louis Avenue; thence along said line along the east line of said Lots 5 thru 8 and said west right of way S02°14'50"W 200.07 ft. to a set iron rod at the Southeast Corner of said Lot 8, also being the Northeast Corner of Lot 9 of said Addition; thence leaving said line along the south line of said Lot 8 and the north line of said Lot 9 N89°16'10"W 133.55 ft. to a set iron rod at the intersection of said line and the east line of Lots 29, 46 and 67 and the south line of vacated Massachusetts Avenue and said always N89°16'10"W 460.56 ft. to the point of beginning, containing 5.629 acres more or less.

OWNER'S CERTIFICATE

I, the undersigned, _____ for Wal-Mart Real Estate Business Trust, the owner of all of Lots 5 thru 8, 29 thru 37, 40 thru 45, 67 thru 75 and part of Lots 38, 39 and 76 all in the Plat of "Murphy and Leffen" Addition as recorded on May 1, 1917 in Plat Book 3 Page 240 of the Jasper County Recorder of Deeds Office, being part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West of the 5th P.M., City of Joplin, Jasper County, Missouri described in the Surveyor's Certificate and as shown hereon, have caused the same to be surveyed and platted in the manner shown on the plat. The subdivision shall hereafter be known as "WAL-MART'S FIRST ADDITION TO THE CITY OF JOPLIN."

IN WITNESS WHEREOF, we have signed this plat as the free act and deed of said Trusts

this _____ day of _____, 20__.

_____

_____

NOTARY CERTIFICATE
STATE OF MISSOURI)
COUNTY OF JASPER)SS

On this _____ day of _____, 2013, before me personally appeared _____ to me known, who, being by me duly sworn, did say that they are the Trustees of a Trust of land described in the foregoing Surveyors Certificate and that they acknowledged said instrument to be the free act and deed of said Trusts.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal at my office in _____ the City of _____, County, Missouri the day and year first above written.

_____

My Commission Expires _____

CITY CLERK'S CERTIFICATE

I, Barbara Hoggins, City Clerk of and within the City of Joplin, Missouri, do hereby certify that the above plat of "WAL-MART'S FIRST ADDITION TO THE CITY OF JOPLIN" was approved by the City Council of Joplin, Missouri on

Ordinance No. _____

passed and approved the _____ day of _____

_____

Barbara Hoggins, City Clerk

COLLECTOR OF REVENUE'S CERTIFICATE

I, Stephen M. Hall, Collector of Revenue for Jasper County, Missouri, the being duly sworn depose and say that I am form or may the land comprising to and hereby use as "WAL-MART'S FIRST ADDITION TO THE CITY OF JOPLIN, and further state that there are no delinquent assessments in the aforesaid and due Jasper County, or the State of Missouri on any office

_____

Stephen M. Hall, Collector of Revenue
Jasper County, Missouri

RECORDER OF DEED'S CERTIFICATE

STATE OF MISSOURI)
COUNTY OF JASPER)SS

I, Donna Greve, Recorder of Deeds within and for said County and State do hereby certify that the foregoing instrument of writing was filed

for record on the _____ day of _____, 2013,

at _____ o'clock ___.m., and duly recorded in

Document No. _____ in said data.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the office in the City of Joplin, Missouri, the date aforesaid

_____

Donna Greve, Recorder of Deeds

By: _____ Deputy

STATE OF MISSOURI)
COUNTY OF JASPER)SS

This is to certify, at the request of the Wal-Mart Stores, Inc., we have during the month of August, 2013 executed a survey of a tract of land being all of Lots 5 thru 8, Lots 29 thru 37, Lots 45 thru 48, Lots 67 thru 75 and part of Lots 38, 39 and 76 and all of vacated Massachusetts Avenue, the vacated Alley lying west of Massachusetts Avenue and the Alley and part of vacated Massachusetts Avenue all lying between Seventh Street and Eight Street, all in "MURPHY AND LEFFEN ADDITION" to the City of Joplin, recorded in Plat Book 3, Page 240 on May 1, 1917 in the Jasper County Recorder of Deeds Office, all being part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West of the 5th P.M. City of Joplin, Jasper County, Missouri. To the best of my knowledge and belief this plat represents a true and accurate record of said survey and was executed in accordance with the current "Minimum Standards for Property Boundary Surveys" of the Missouri Department Survey and Historical Measurement Division. Division of Land Survey and meets the criteria "requirements of a "Suburban Property" as defined therein.

_____ Date

Mark R. Frankenberg, L.S. #2340
State of Missouri
Registered Land Surveyor for
Bumpher Freemanberg Associates, Inc.

SITE LOCATION MAP

OWNER: WAL-MART STORES, INC.
Real Estate Department
702 S.W. 8th Street
Bentonville, AR 72716-0550

E-MAIL: mail@bfaeng.com TELEPHONE: 800-455-4761
BFA
CONSULTANTS-ENGINEERS-SURVEYORS
www.bfaeng.com
103 ELM STREET WASHINGTON, MISSOURI 63090

DRAWN: EJH, MRF
DATE: 08/05/13
SCALE: 1" = 40'
JOB No. 3414
SHEET 1 OF 1



0 105 210 420 630 840 Feet

Case 051-13: A request for a Final Plat review for "Wal-Mart's First Addition." Located at 1600 E. 7th Street. - Wal-Mart Real Estate Business Trust / BFA, Inc.

N

Case 050-13: 1600 East Seventh Street – A request for a Preliminary Plat for "Wal-Mart's First Addition" – Wal-Mart Real Estate Business Trust (BFA, Inc.)

Mr. Harrington opened the public comment period for Case 050-13.

Mr. Mark Frankenberg, Buescher Frankenberg Associates, appeared representing Wal-Mart to vacate all the lot lines within the property they own at 1600 East Seventh Street. This will prevent confusion in the future if Wal-Mart ever wants to sell or re-finance the property.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 050-13.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT THE PRELIMINARY PLAT AS PRESENTED CASE 050-13 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).

Mr. Bolander explained that this is a preliminary plat, so the commissioners have the ability to accept that plat themselves. For the final plat, a recommendation for approval would be forwarded to the City Council.

Mr. Harrington asked if the commissioners can accept the preliminary plat without City Council approval, and Mr. Bolander replied that is correct.

Mr. Harrington asked Mr. Cortez to amend his motion to accept the preliminary plat.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT THE PRELIMINARY PLAT AS PRESENTED IN CASE 050-13 BE APPROVED, 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).

Case 051-13: 1600 East Seventh Street – A request for a Final Plat for "Wal-Mart's First Addition" – Wal-Mart Real Estate Business Trust (BFA, Inc.)

Mr. Harrington opened the public comment period for Case 051-13.

Mr. Mark Frankenberg, Buescher Frankenberg Associates, appeared representing Wal-Mart to request the review of the final plat for "Wal-Mart's First Addition."

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 051-13.

MR. BROWN MOVED, SECONDED BY MR. EASTMAN, THAT THE FINAL PLAT AS PRESENTED IN CASE 051-13 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).

P & Z Case 051-13
Wal-Mart Real Estate Business Trust (BFA, Inc.)
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-296 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat for WAL-MART'S FIRST ADDITION located at 1600 East Seventh Street 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 the grades in the Plat of Final Plat for WAL-MART'S FIRST ADDITION located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of WAL-MART'S FIRST ADDITION, described as follows:

DESCRIPTION: PARCEL IV (Wal-Mart Parcel after vacation and dedication)

A tract of land being all of Lots 5 thru 8, Lots 29 thru 37, Lots 40 thru 48, Lots 67 thru 75 and part of Lots 38, 39 and 76 and all of vacated Massachusetts Avenue, the vacated Alley lying west of Massachusetts Avenue and the portion of the vacated Alley lying east of Massachusetts Avenue all lying between Seventh Street and Eight Street of "MURPHY AND LEFFEN ADDITION" to the City of Joplin, recorded in Plat Book 3, Page 248 on May 1, 1917 of the Jasper County Recorder of Deeds Office, all being part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West of the 5th P.M., City of Joplin, Jasper County, Missouri to wit:

Beginning at a set iron rod at the Southwest Corner of said Lot 67, also being on the east right of way line of Vermont Avenue and the north right of way line of Eighth Street; thence along said east right of way line and the west line of said Lots 67 thru 76 N02°-14'-50"E 480.05 ft. to a set iron rod at the intersection of said line and the proposed south right of way line of Seventh Street; thence leaving said line along said proposed right of way line S89°-16'-10"E 77.53 ft. to a set iron rod, thence S75°-09'-01"E 27.59 ft. to a set iron rod, thence S89°-16'-10"E 144.00 ft. to a set iron rod, thence N82°-53'-34"E 71.72 ft. to a set iron rod, thence S89°-16'-10"E 131.40 ft. to a set iron rod on the east line of said Lot 38, also being the west right of way line of an alley per said Addition; thence leaving said proposed south right of way line along said east lot line and said west right of way line S02°-14'-50"W 182.99 ft. to a set iron rod at the Southeast Corner of said Lot 35, also being the Northeast Corner of said Lot 34; thence leaving said line along the north line of

said Lot 5 S89°-16'-10"E 143.55 ft. to a set iron rod at the Northeast Corner of said Lot 5, also being the Southeast Corner of Lot 4 of said addition, also being on the west right of way line of St. Louis Avenue; thence leaving said line along the east line of said Lots 5 thru 8 and said west right of line S02°-14'-50"W 200.07 ft. to a set iron rod at the Southeast Corner of said Lot 8, also being the Northeast Corner of Lot 9 of said Addition; thence leaving said line along the south line of said Lot 8 and the north line of said Lot 9 N89°-16'-10"W 133.55 ft. to a set iron rod on the centerline of said vacated alley; thence leaving said line along said centerline S02°-14'-50"W 100.04 ft. to a set iron rod at the intersection of said centerline and the north right of way line of said Eighth Street; thence leaving said centerline along said north right of way line and the south line of Lots 29, 48 and 67 and the south line of vacated Massachusetts Avenue and said Alleys N89°-16'-10"W 460.66 ft. to the point of beginning, containing 5.629 acres.

Section 2. That said plat, have been filed, showing that the lots have been staked out and platted and the street and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, according to the Statutes of the State of Missouri.

Section 3. That the City Clerk hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri

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

EMERGENCY ORDINANCES

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: September 23, 2013

ITEM: Council Bill No. 2013-012 authorizing the assignment of rights under the franchise agreement from Southern Union Company to Laclede Gas Company; and containing an emergency clause.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2013-012

DEPARTMENT HEAD:	Brian W. Head BWH	**DATE:** 9-17-13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 9-17-13
FINANCE DEPARTMENT:	Leslie Haase LH	**DATE:** 9-17-13

INTRODUCTION:

This Council Bill authorizes the transfer of assets, rights and responsibilities under the franchise agreement from Southern Union Company to Laclede Gas Company.

DISCUSSION:

On July 17, 2013, the Public Service Commission entered its order resolving all issues surrounding the sale of the Missouri Gas Energy natural gas system to Laclede Gas Company. As part of the winding up of the transfer, we are required to consent to the transfer of the franchise to Laclede Gas.

RECOMMENDATION:

Staff recommends this Council Bill be approved on an emergency basis.

BWH:ab
attachment

COUNCIL BILL NO. 2013-012 ORDINANCE NO.

AN ORDINANCE authorizing the assignment of rights under the franchise agreement from Southern Union Company to Laclede Gas Company; and containing an emergency clause.

WHEREAS, pursuant to order of the Public Service Commission on July 17, 2013, Southern Union Company became authorized to sell the Missouri Gas Energy natural gas system to Laclede Gas Company; and,

WHEREAS, Southern Union has requested that the City of Joplin consent to the transfer of all rights and responsibilities under the franchise agreement to Laclede Gas Company.

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

Section 1. That the City of Joplin does hereby consent to the assignment of assets, rights and responsibilities under any and all agreements with the City of Joplin to Laclede Gas Company which may have occurred on or about September 1, 2013.

Section 2. That the Mayor is hereby authorized to acknowledge the same 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: September 23, 2013
Council Bill No. 2013-224

Item: Purchase of Property for the 20th Street Transit Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-224

Engineering Department: Dave Hunt DVH	Date: 9-12-13
Department Head: Sam Anselm	Date: 9/12/13
City Attorney: Brian Head	Date: 9/17/13
City Manager: Mark Rohr	Date: 9-16-13
Finance Department: Leslie Haase LH	Date: 9-17-13

Recommended Action: Purchase of Right of Way from Fagan Holdings and Investments, Inc., at 2818, 2824, and 2828 E. 19th Street.

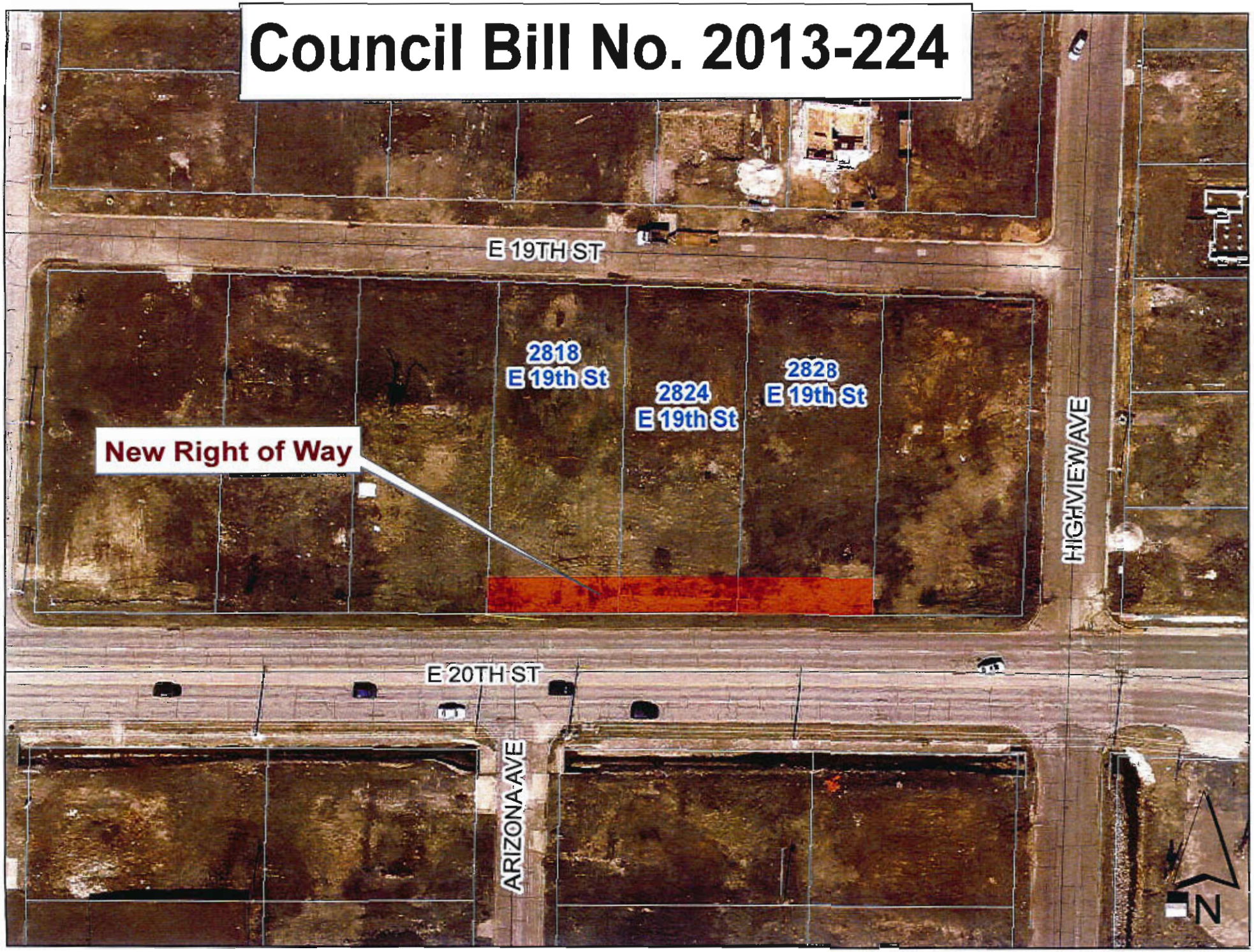
Background: The 20th Street Transit Project, including Pedestrian and Bicycle upgrades, is part of the TIGER Grant TDG-3200(718) project 5. It consists of a total of 3,000 feet (1,500 feet each side of the road) of concrete walkway and 10 foot wide trolley pull out. The location is on 20th Street from Range Line to Murphy Boulevard. The purchase of right of way is necessary for the construction of this project.

Funding for the construction of this project is part of the 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 $18,000. This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of, Eighteen Thousand Dollars ($18,000) for the purchase of the described right of way at 2818, 2824, and 2828 E. 19th Street.

Council Bill No. 2013-224



COUNCIL BILL NO. 2013-224 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way from property at 2818, 2824, and 2828 E. 19th Street, consisting of part of Lots Numbered Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), in Dowell's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Eighteen Thousand and 00/100 dollars ($18,000.00) and containing an emergency clause.

WHEREAS, Fagan Holdings and Investments, Inc., is the legal owner of property at 2818, 2824, and 2828 E. 19th Street, consisting of part of Lots Numbered Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), in Dowell's First 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 the 20th Street Transit 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 2818, 2824, and 2828 E. 19th Street, consisting of:

Parcel 20 New Right of Way

ALL OF THE SOUTH 22.00 FEET OF THE FOLLOWING DESCRIBED TRACT: ALL OF THE EAST 37.00 FEET OF LOT NUMBERED TWENTY-EIGHT (28) AND ALL OF THE WEST 43.00 FEET OF LOT NUMBERED TWENTY-SEVEN (27) IN DOWELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE SOUTH 10.00 FEET FOR ROAD RIGHT-OF-WAY. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1800 SQUARE FEET MORE OR LESS.

Parcel 25 New Right of Way

ALL OF THE SOUTH 22.00 FEET OF THE FOLLOWING DESCRIBED TRACT: ALL OF THE WEST 28 FEET OF LOT NUMBERED TWENTY-SIX (26) AND THE EAST 52 FEET OF LOT NUMBERED TWENTY-SEVEN (27) IN DOWELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE SOUTH 10.00 FEET FOR ROAD RIGHT-OF-WAY. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1800 SQUARE FEET MORE OR LESS.

Parcel 26 New Right of Way

ALL OF THE SOUTH 22.00 FEET OF THE FOLLOWING DESCRIBED TRACT: ALL OF THE WEST 13 FEET OF LOT NUMBERED TWENTY-FIVE (25) AND THE EAST 67 FEET OF LOT NUMBERED TWENTY-SIX (26) IN DOWELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE SOUTH 10.0 FEET THEREOF FOR STREET RIGHT-OF-WAY. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1800 SQUARE FEET MORE OR LESS.

Section 2. That the City of Joplin authorize placing $18,000.00, in escrow for the purchase of right of way at 2818, 2824, and 2828 E. 19th Street. Payment will be made from account #145-4565-520-8105 Project TG0524.

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. 2013-224 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: September 23, 2013
Council Bill No. 2013-225

Item: Purchase of Property for the 20th Street Transit Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-225

Engineering Department: Dave Hunt DWH	Date: 9-12-13
Department Head: Sam Anselm SA	Date: 9/12/13
City Attorney: Brian Head BH	Date: 9/16/13
City Manager: Mark Rohr MR	Date: 9-16-13
Finance Department: Leslie Haase LH	Date: 9-17-13

Recommended Action: Purchase of Right of Way from John and Kathy Butler., at 2001 Texas Avenue.

Background: The 20th Street Transit Project, including Pedestrian and Bicycle upgrades, is part of the TIGER Grant TDG-3200(718) project 5. It consists of a total of 3,000 feet (1,500 feet each side of the road) of concrete walkway and 10 foot wide trolley pull out. The location is on 20th Street from Range Line to Murphy Boulevard. The purchase of right of way is necessary for the construction of this project.

Funding for the construction of this project is part of the 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 $17,875.00. This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of, Seventeen Thousand Eight Hundred and Seventy-Five Dollars ($17,875.00) for the purchase of the described right of way at 2001 Texas Avenue.

Council Bill No. 2013-225



COUNCIL BILL NO. 2013-225 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way from property at 2001 Texas Avenue, consisting of part of lot Numbered Sixty-Four (64) in Kindred's Replat, to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Seventeen Thousand Eight Hundred Seventy-Five and 00/100 dollars ($17,875.00) and containing an emergency clause.

WHEREAS, John and Kathy Butler are legal owners of property at 2001 Texas Avenue, consisting of part of lot Numbered Sixty-Four (64) in Kindred's Replat, 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 the 20th Street Transit 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 2001 Texas Avenue, consisting of:

New Right of Way:

ALL OF LOT NUMBERED SIXTY-FOUR (64) IN KINDRED'S REPLAT, BEING PART OF KINDRED'S SUB-DIVISION AND PART OF KINDRED'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.
SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.CONTAINING 10500 SQUARE FEET MORE OR LESS.

Section 2. That the City of Joplin authorize placing $17,875.00, in escrow for the purchase of right of way at 2001 Texas Avenue. Payment will be made from account #145-4565-520-8105 Project TG0524.

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. 2013-225 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: September 23, 2013
Council Bill No. 2013-226

Item: Purchase of Property for the 20th Street Grade Separation Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-226

Engineering Department: David Hunt DWH	Date: 9-12-13
Department Head: Sam Anselm	Date: 9/12/13
City Attorney: Brian Head	Date: 9-17-13
City Manager: Mark Rohr RM	Date: 9-16-13
Finance Department: Leslie Haase LH	Date: 9-17-13

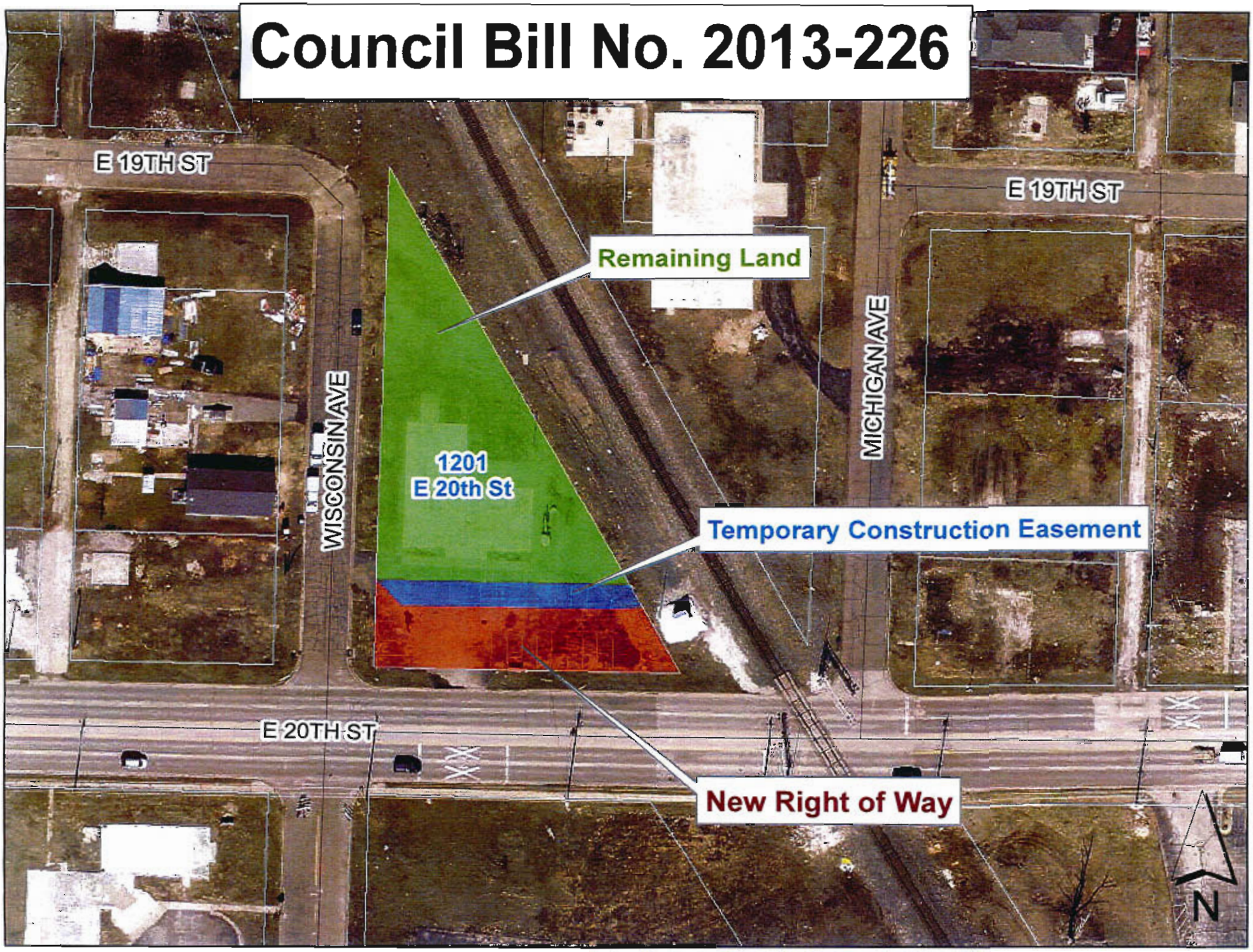
Recommended Action: Purchase of Right of Way and easements from Schroeder Investment, LLC at 1201 E. 20th Street.

Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330 057L 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 owners for Seventy-Seven Thousand Dollars ($77,000.00). This is the appraised amount for this acquisition.

Recommendation: Staff recommends approval for payment of Seventy-Seven Thousand Dollars ($77,000.00), for the purchase of the described right of way and easements at 1201 E. 20th Street.


Council Bill No. 2013-226
E 19TH ST
E 19TH ST
Remaining Land
WISCONSIN AVE
MICHIGAN AVE
1201
E 20th St
Temporary Construction Easement
E 20TH ST
New Right of Way
N

COUNCIL BILL NO. 2013-226 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way and easements from property at 1201 E. 20th Street, located in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE ¼) of Section One, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Seventy-Seven Thousand and 00/100 dollars ($77,000.00) and containing an emergency clause.

WHEREAS, Schroeder Investments is the legal owner of property at 1201 E. 20th Street, located in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE ¼) of Section One, Township 27 North, Range 33 West, in 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.

New Right of Way

ALL OF THE FOLLOWING DESCRIBED TRACT, IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S88°55'35"E, 795.84 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER ; THENCE N02°01'01"E, 29.89 FEET TO A POINT ON THE CURRENT NORTH RIGHT-OF-WAY LINE OF 2OTH STREET, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 205 AND THE POINT OF BEGINNING;
THENCE CONTINUING N02°01'01"E, 53.51 FEET ALONG THE EAST RIGHT-OF-WAY OF WISCONSIN AVENUE; THENCE S43°23'03" E, 21.07 FEET; THENCE S88°47'06"E, 129.12 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5854.58 FEET AND A CHORD BEARING AND DISTANCE OF S29°29'02"E, 44.94 FEET; THENCE ALONG SAID CURVE, BEING THE EAST LINE OF SAID LOT 205, AN ARC DISTANCE OF 44.94 FEET TO A POINT ON THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET; THENCE N88°47'06"W, 167.84 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 6120 SQUARE FEET MORE OR LESS.

Temporary Construction Easement

ALL OF THE FOLLOWING DESCRIBED TRACT, IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S88°55'35"E, 795.84 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER ; THENCE N02°01'01"E, 29.89 FEET TO A POINT AT THE INTERSECTION OF THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE EAST RIGHT-OF-WAY LINE OF WISCONSIN AVENUE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 205;

THENCE N02°01'01"E, 53.51 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF WISCONSIN AVENUE TO THE POINT OF BEGINNING; THENCE S43°23'03"E, 21.07 FEET; THENCE S88°47'06"E, 129.12 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5854.58 FEET AND A CHORD BEARING AND DISTANCE OF N29°10'47"W, 17.45FEET; THENCE ALONG SAID CURVE, BEING THE EAST LINE OF SAID LOT 205, AN ARC DISTANCE OF 17.45 FEET; THENCE N88°47'06"W, 134.99 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1980 SQUARE FEET MORE OR LESS.

Remaining Land

ALL OF THE FOLLOWING DESCRIBED TRACT IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE S88°55'35"E, 795.84 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER ; THENCE N02°01'01"E, 29.89 FEET TO A POINT ON THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 205;THENCE CONTINUING N02°01'01"E, 53.51 FEET ALONG THE EAST RIGHT-OF-WAY OF WISCONSIN AVENUE TO THE POINT OF BEGINNING; THENCE CONTINUING N02°01'01"E, 234.46 FEET ALONG THE EAST RIGHT-OF-WAY OF WISCONSIN AVENUE TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5854.58 FEET AND A CHORD BEARING AND DISTANCE OF S29°29'02"E, 268.90 FEET; THENCE ALONG SAID CURVE, BEING THE EAST LINE OF SAID LOT 205, AN ARC DISTANCE OF 268.93 FEET; THENCE N88°47'06"W, 134.99 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.
CONTAINING 17530 SQUARE FEET MORE OR LESS.

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 1201 E. 20th Street, consisting of:

Section 2. That the City of Joplin authorize placing $77,000.00, in escrow for the purchase of right of way and easements at 1201 E. 20th Street. 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. 2013-226 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: September 23, 2013
Council Bill No. 2013-227

Item: Purchase of Property for the 20th Street Grade Separation Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-227

Engineering Department: Dave Hunt DWH	Date: 9-12-13
Department Head: Sam Anselm SA	Date: 9/12/13
City Attorney: Brian Head	Date: 9-17-13
City Manager: Mark Rohr	Date: 9-16-13
Finance Department: Leslie Haase LH	Date: 9-17-13

Recommended Action: Purchase of Right of Way from Charles and Pennie Burt at 1931 Michigan Avenue

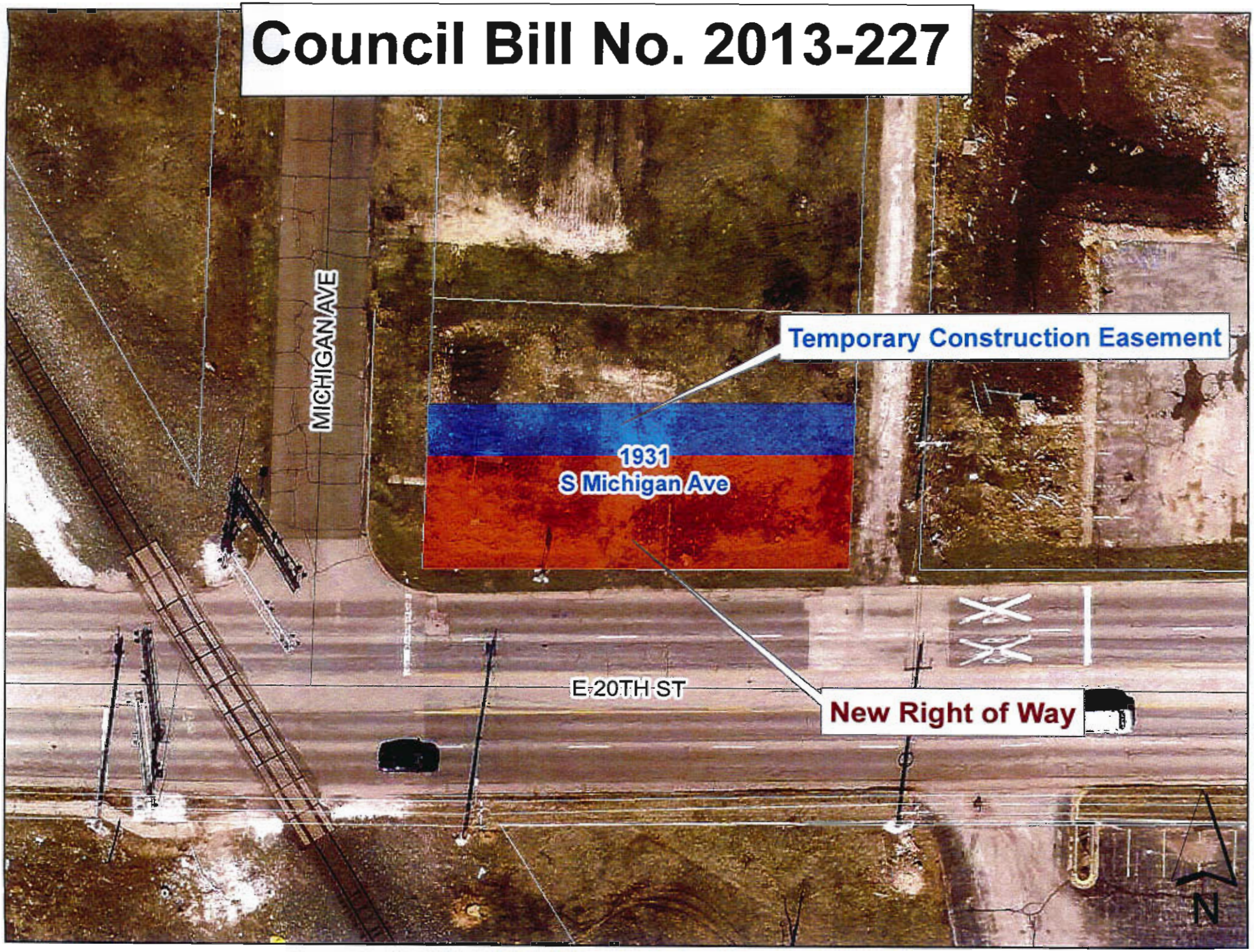
Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330 057L maintained by Kansas City Southern Railway. The crossing is currently controlled by two gates and several mast-mounted and cantilevered flashing 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 Ninety-Five Thousand One Hundred Thirty Dollars ($95,130.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of, Ninety-Five Thousand One Hundred Thirty Dollars ($95,130.00) for the purchase of the described right of way and easements at 1931 Michigan Avenue.

Council Bill No. 2013-227



COUNCIL BILL NO. 2013-227 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way and easements from property at 1931 Michigan Avenue, consisting of Part of Lot Numbered Twenty-Two (22) in Campbell's Seventh Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Ninety-Five Thousand One Hundred Thirty and 00/100 dollars ($95,130.00) and containing an emergency clause.

WHEREAS, Charles and Pennie Burt are the legal owners of property at 1931 Michigan Avenue, consisting of Part of Lot Numbered Twenty-Two (22) in Campbell's Seventh 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 1931 Michigan Avenue, consisting of:

New Right of Way

ALL OF THE SOUTH 32.50 FEET OF THE FOLLOWING DESCRIBED TRACT:

ALL OF LOT NUMBERED TWENTY-TWO (22), EXCEPT THE SOUTH 5.00 FEET THEREOF, IN CAMPBELL'S SEVENTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 3900 SQUARE FEET MORE OR LESS.

Temporary Construction Easement

ALL OF THE NORTH 15.00 FEET OF THE SOUTH 47.50 FEET OF THE FOLLOWING DESCRIBED TRACT: ALL OF LOT NUMBERED TWENTY-TWO (22), EXCEPT THE SOUTH 5.00 FEET THEREOF, IN CAMPBELL'S SEVENTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1800 SQUARE FEET MORE OR LESS.

Section 2. That the City of Joplin authorize placing $95,130.00, in escrow for the purchase of right of way and easements at 1931 Michigan 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. 2013-227 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: September 23, 2013
Council Bill No. 2013-228

Item: Purchase of Property for the 20th Street Grade Separation Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-228

Engineering Department: Dave Hunt DH	Date: 9-12-13
Department Head: Sam Anselm	Date: 9/12/13
City Attorney: Brian Head	Date: 9-17-13
City Manager: Mark Rohr RWR	Date: 9-16-13
Finance Department: Leslie Haase LH	Date: 9-17-13

Recommended Action: Purchase of Right of Way from Charles and Pennie Burt at 1315 E. 20th Street

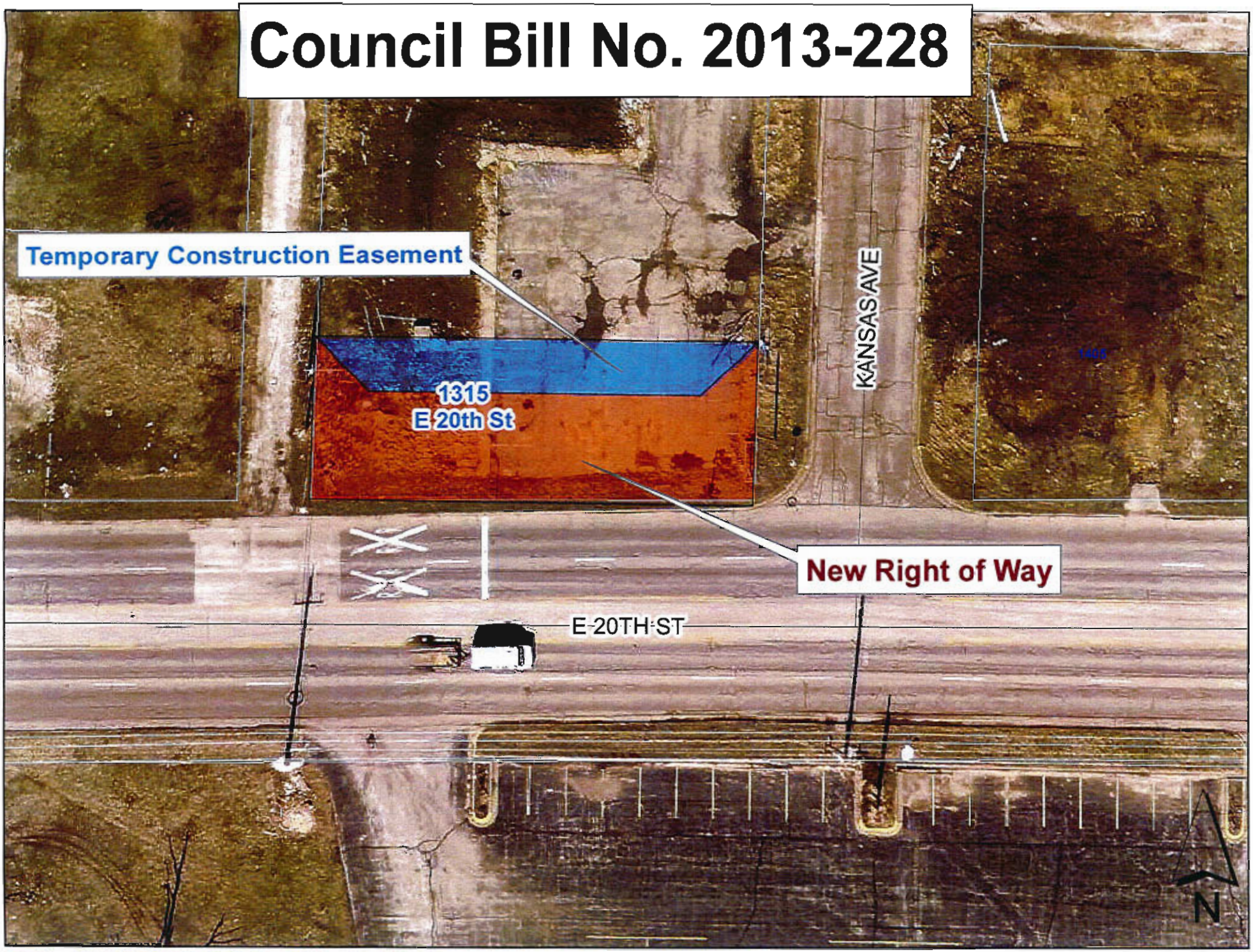
Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330 057L maintained by Kansas City Southern Railway. The crossing is currently controlled by two gates and several mast-mounted and cantilevered flashing 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 Sixty-Nine Thousand Two Dollars ($69,002.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of, Sixty-Nine Thousand Two Dollars ($69,002.00) for the purchase of the described right of way and easements at 1315 E. 20th Street.

Council Bill No. 2013-228



COUNCIL BILL NO. 2013-228 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way and easements from property at 1315 E. 20th Street, consisting of Part of Lot Numbered Twenty-One (21) in Campbell's Seventh Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Sixty-Nine Thousand Two and 00/100 dollars ($69,002.00) and containing an emergency clause.

WHEREAS, Charles and Pennie Burt are the legal owners of property at 1315 E. 20th Street, consisting of Part of Lot Numbered Twenty-One (21) in Campbell's Seventh 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 1315 E. 20th Street, consisting of:

New Right of Way

ALL THAT PART OF LOT NUMBERED TWENTY-ONE (21) IN CAMPBELL'S SEVENTH ADDITION TO THE CITY OF JOPLIN, IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S88°55'35"E, 1255.94 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE N02°01'39"E, 37.96 FEET TO A POINT AT THE INTERSECTION OF THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE WEST LINE OF SAID LOT 21, BEING THE POINT OF BEGINNING; THENCE CONTINUING N02°01'39"E, 45.51 FEET ALONG SAID WEST LINE OF LOT 21; THENCE S43°27'08"E, 21.04 FEET; THENCE S88°55'56"E, 90.01 FEET;THENCE N46°32'52"E, 21.39 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KANSAS AVENUE; THENCE S02°01"39"W, 45.51 FEET TO A POINT AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF KANSAS AVENUE AND THE CURRENT NORTH RIGHT-OF-WAY OF 20TH STREET; THENCE N88°55'56"W, 120.01 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 3890 SQUARE FEET MORE OR LESS.

Temporary Construction Easement

ALL THAT PART OF LOT NUMBERED TWENTY-ONE (21) IN CAMPBELL'S SEVENTH ADDITION TO THE CITY OF JOPLIN, IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S88°55'35"E, 1255.94 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE N02°01'39"E, 37.96 FEET TO A POINT AT THE INTERSECTION OF THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE WEST LINE OF SAID LOT 21; THENCE CONTINUING N02°01'39"E, 45.51 FEET ALONG THE WEST LINE OF SAID LOT 21 TO THE POINT OF BEGINNING; THENCE S43°27'08"E, 21.04 FEET;
THENCE S88°55'56"E, 90.01 FEET; THENCE N46°32'52"E, 21.39 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KANSAS AVENUE; THENCE N88°55'56"W, 120.02 FEET TO THE POINT OF BEGINNING.

AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1580 SQUARE FEET MORE OR LESS.

Section 2. That the City of Joplin authorize placing $69,002.00, in escrow for the purchase of right of way and easements at 1315 E. 20th Street. 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. 2013-228 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: September 23, 2013
Council Bill No. 2013-229

Item: Purchase of Property for the 20th Street Grade Separation Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-229

Engineering Department: David Hunt DWH	Date: 9-12-13
Department Head: Sam Anselm	Date: 9/12/13
City Attorney: Brian Head	Date: 9/17/13
City Manager: Mark Rohr	Date: 9-16-13
Finance Department: Leslie Haase	Date: 9-17-13

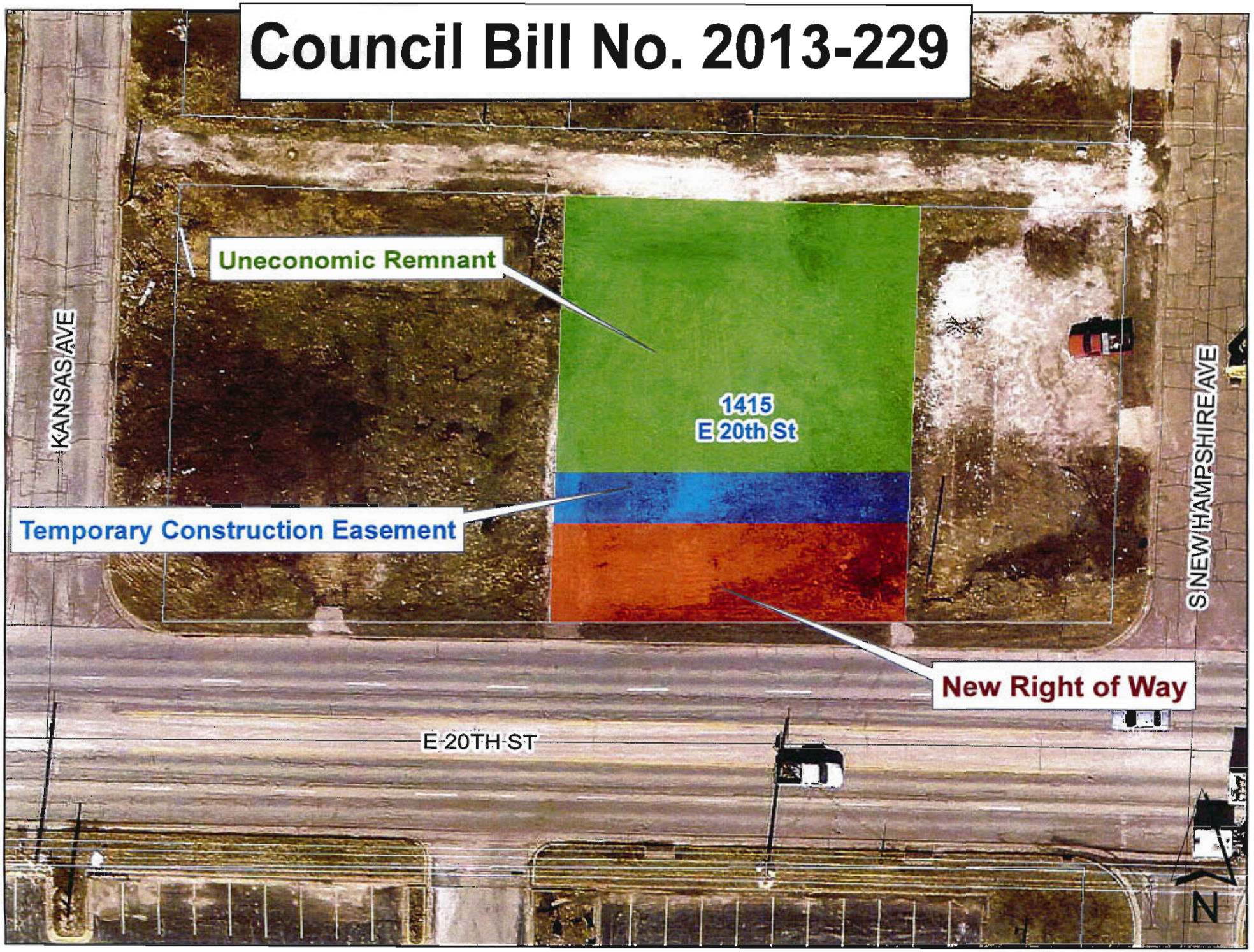
Recommended Action: Purchase of Right of Way from Rebecca and Fredrick Schepper at 1415 E. 20th Street.

Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330 057L 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 owners for Forty-Three Thousand Dollars ($43,000.00). This is the appraised amount for this acquisition.

Recommendation: Staff recommends approval for payment of Forty-Three Thousand Dollars ($43,000.00), for the purchase of the described right of way and easements at 1415 E. 20th Street.


Council Bill No. 2013-229
Uneconomic Remnant
1415
E 20th St
Temporary Construction Easement
New Right of Way
KANSAS AVE
S NEW HAMPSHIRE AVE
E 20TH ST
N

COUNCIL BILL NO. 2013-229 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way and easements from property at 1415 E. 20th Street, consisting of Part of Lots Numbered Twenty-Two (22) and Twenty-Three (23) in J.W. Ratcliffe's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Forty-Three Thousand and 00/100 dollars ($43,000.00) and containing an emergency clause.

WHEREAS, Rebecca and Fredrick Schepper are the legal owners of property at 1415 E. 20th Street, consisting Part of Lots Numbered Twenty-Two (22) and Twenty-Three (23) in J.W. Ratcliffe's 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.

New Right of Way:

ALL OF THE SOUTH 28.50 FEET OF THE FOLLOWING DESCRIBED TRACT: ALL OF LOTS NUMBERED TWENTY-TWO (22) AND TWENTY-THREE (23) IN J.W. RATCLIFF'S SUBDIVISION OF LOTS NUMBERED TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23) AND TWENTY-FOUR (24) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT THE SOUTH 10 FEET FOR STREET. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 2850 SQUARE FEET MORE OR LESS.

Temporary Construction Easement:

ALL OF THE NORTH 15.00 FEET OF THE SOUTH 43.50 FEET OF THE FOLLOWING DESCRIBED TRACT: ALL OF LOTS NUMBERED TWENTY-TWO (22) AND TWENTY-THREE (23) IN J.W. RATCLIFF'S SUBDIVISION OF LOTS NUMBERED TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23) AND TWENTY-FOUR (24) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT THE SOUTH 10 FEET FOR STREET. AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT.

SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1500 SQUARE FEET MORE OR LESS.

Uneconomic Remnant

ALL OF LOTS NUMBERED TWENTY-TWO (22) AND TWENTY-THREE (23) IN J.W. RATCLIFF'S SUBDIVISION OF LOTS NUMBERED TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23) AND TWENTY-FOUR (24) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT THE SOUTH 10 FEET FOR STREET. AND ALSO EXCEPT THE SOUTH 28.50 FEET FOR RIGHT-OF-WAY. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 8900 SQUARE FEET MORE OR LESS.

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 1415 E. 20th Street, consisting of:

Section 2. That the City of Joplin authorize placing $43,000.00, in escrow for the purchase of right of way and easements at 1415 E. 20th Street. 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. 2013-229 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: September 23, 2013
Council Bill No. 2013-230

Item: Purchase of Property for the 20th Street Grade Separation Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-230

Engineering Department: David Hunt DWH	Date: 9-12-13
Department Head: Sam Anselm	Date: 9/12/13
City Attorney: Brian Head	Date: 9-17-13
City Manager: Mark Rohr RMR	Date: 9-16-13
Finance Department: Leslie Haase LH	Date: 9-17-13

Recommended Action: Purchase of Right of Way from Ronald and Edna Copeland at 1419 E. 20th Street.

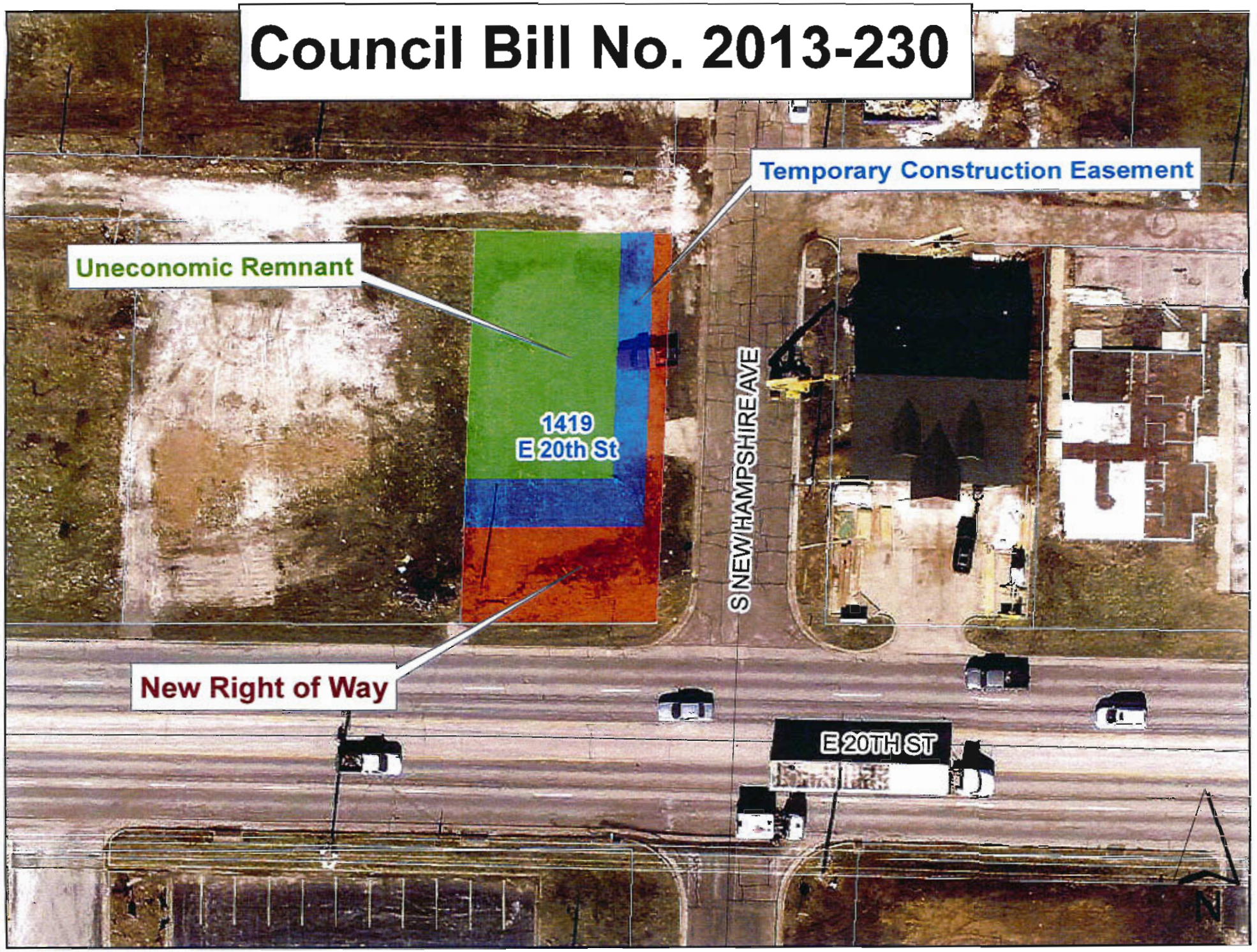
Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330 057L maintained by Kansas City Southern Railway. The crossing is currently controlled by two gates and several mast-mounted and cantilevered flashing 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 owners for Thirty Thousand Dollars ($30,000.00). This is the appraised amount for this acquisition.

Recommendation: Staff recommends approval for payment of Thirty Thousand Dollars ($30,000.00), for the purchase of the described right of way and easements at 1419 E. 20th Street.

Council Bill No. 2013-230



COUNCIL BILL NO. 2013-230 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way and easements from property at 1419 E. 20th Street, consisting of Part of Lots Numbered Twenty-One (21) in J.W. Ratcliffe's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Thirty Thousand and 00/100 dollars ($30,000.00) and containing an emergency clause.

WHEREAS, Ronald and Edna Copeland are the legal owners of property at 1419 E. 20th Street, consisting Part of Lots Numbered Twenty-One (21) in J.W. Ratcliffe's 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.

New Right of Way:

ALL OF THE EAST 6.00 FEET AND ALL OF THE SOUTH 28.50 FEET OF THE WEST 53.00 FEET OF THE FOLLOWING DESCRIBED TRACT:
ALL OF LOT NUMBERED TWENTY-ONE (21) IN J.W. RATCLIFF'S SUBDIVISION OF LOTS NUMBERED TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23) AND TWENTY-FOUR (24) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 2220 SQUARE FEET MORE OR LESS.

Temporary Construction Easement:

ALL OF THE NORTH 15.00 FEET OF THE SOUTH 43.50 FEET OF THE WEST 53.00 FEET AND ALL OF THE WEST 10.00 FEET OF THE EAST 16.00 FEET OF THE NORTH 72.50 FEET OF THE FOLLOWING DESCRIBED TRACT: ALL OF LOT NUMBERED TWENTY-ONE (21) IN J.W. RATCLIFF'S SUBDIVISION OF LOTS NUMBERED TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23) AND TWENTY-FOUR (24) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN

EFFECT. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1520 SQUARE FEET MORE OR LESS.

Uneconomic Remnant

ALL OF LOT NUMBERED TWENTY-ONE (21) IN J.W. RATCLIFF'S SUBDIVISION OF LOTS NUMBERED TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23) AND TWENTY-FOUR (24) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. EXCEPT ALL OF THE EAST 6.00 FEET AND ALL OF THE SOUTH 28.50 FEET OF THE WEST 53.00 FEET FOR RIGHT-OF-WAY. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 4640 SQUARE FEET MORE OR LESS.

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 1419 E. 20th Street, consisting of:

Section 2. That the City of Joplin authorize placing $30,000.00, in escrow for the purchase of right of way and easements at 1419 E. 20th Street. 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. 2013-230 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: September 23, 2013
Council Bill No. 2013- 232
Item: 20th Street Grade Separation
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments:

1) Bid Tabulation
2) Council Bill No. 2013- 232

Engineering Department: David Hunt DWH	Date: 9-12-13
Department Head: Sam Anselm	Date: 9/12/13
Finance Department: Leslie Haase	Date: 9-17-13
City Attorney: Brian Head	Date: 9-16-13
City Manager: Mark Rohr	Date: 9-16-13

Recommended Action: Approval of an Award of Contract to APAC of Missouri Inc. in the amount of $5,541,924.01 and for the 20th Street Grade Separation project.

Background: The 20th Street Grade Separation is a portion on the 2012 TIGER Grant Number 8 agreement. Construction of a grade separation for 20th Street over the Kansas City Southern Railroad includes asphalt and concrete paving, retaining walls, bridge, grading, storm drainage pipes, signals, signing, traffic control, and other associated work. The project begins at between Indiana Ave and proceeds along 20th Street to New Hampshire Ave.

Discussion: City consultant prepared bid documents for the project. A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for 1 day. Fifteen firms picked up plans and 3 firms submitted bids (see attached Bid Tabulation) that were opened on September 6, 2013.

APAC of Missouri Inc. was the low bidder.

Recommendation: City staff recommends Award of Contract to APAC of Missouri Inc. in the amount of $5,541,924.01 for the 20th Street Grade Separation. This bid is within the engineer's estimate and the allocated budget.

BID TABULATION

PROJECT: 20th Street Overpass
DATE OF BID OPENING: September 6, 2013 10:00 a.m.

CONTRACTOR	BID
Apac of Missouri	5,541,924.01
Emery Sapp & Sons	5,895,414.65
Krupp Construction	6,288,841.00

COUNCIL BILL NO. 2013- 232 ORDINANCE NO.

AN ORDINANCE approving a contract with APAC of Missouri Inc. in the amount of Five Million Five Hundred Forty One Thousand Nine Hundred Twenty Four and 01 /100 Dollars ($5,541,924.01) for 20th Street Grade Separation project in the City of Joplin, 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. That the contract be awarded to APAC of Missouri Inc. in the amount of Five Million Five Hundred Forty One Thousand Nine Hundred Twenty Four and 01 /100 Dollars ($5,541,924.01) for 20th Street Grade Separation project in the City of Joplin, Missouri.

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 Fund, Account Number 145-4565-520-8650 Project TG0522 in the amount of $5,541,924.01.

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-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

Council Bill 2013- 232

I hereby certify that a sufficient amount is available in the said Capital Improvement Fund, Account Number 145-4565-520-8650 Project TG0522 to pay the amount of $5,541,924.01 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: September 23, 2013
Council Bill No. 2013-233

Item: Railroad Crossing Pavement Repair Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Bid Tabulation
3) Council Bill No. 2013-233

Engineering Department: David Hunt DWH	Date: 9-16-13
Department Head: Sam Anselm	Date: 9/16/13
City Manager: Mark Rohr	Date: 9-16-13
City Attorney: Brian Head	Date: 9-16-13
Finance Department: Leslie Haase LH	Date: 9-16-13

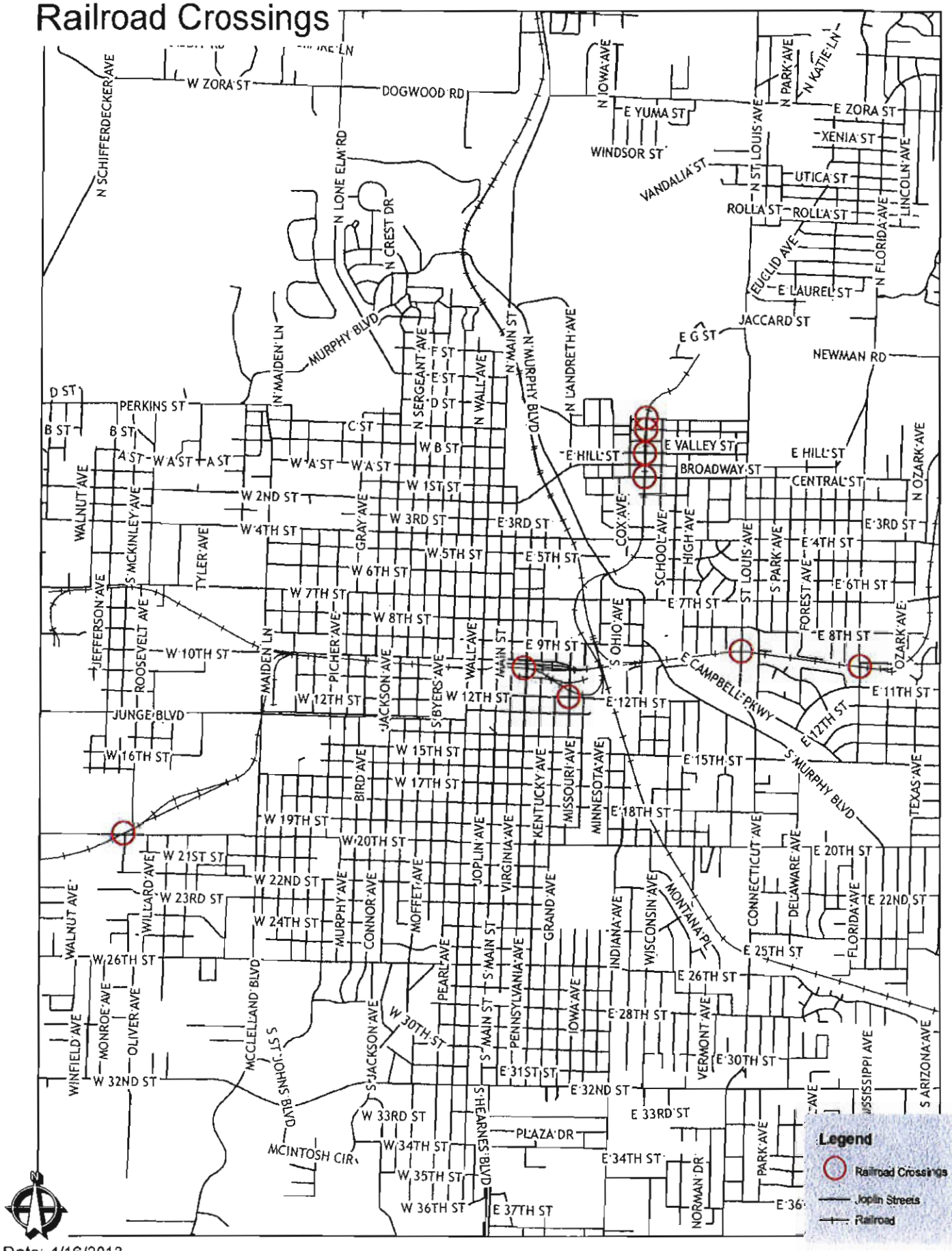
Recommended Action: Approval of an Award of Contract to Blevins Asphalt in the amount of $154,255.22 for the Railroad Crossing Pavement Repairs Project.

Background:
As the need arises, the City of Joplin works with MNA railroad to rebuild rough railroad crossings. At this time, 9 crossings need rebuilt. The City of Joplin is responsible for paving up to the rail, and the railroad is responsible for any tie replacement and paving between the rails. As a joint venture, both the City and railroad responsibilities can be addressed at the same time, saving money and providing a better product to the motoring public.

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. Five firms picked up plans and four firms submitted bids (see attached bid tabulations) opened on August 29, 2013. The low bid for the project of $154,255.22 was submitted by Blevins Asphalt Company Inc.

Recommendation: City staff recommends Award of Contract to Blevins Asphalt in the amount of $154,255.22 for the Railroad Crossing Pavement Repairs project. This is within the engineers estimate within the recommendation.

Railroad Crossings



Date: 4/16/2013

1 in = 0.5 miles

BID TABULATION

PROJECT: Railroad Crossing Pavement Repairs
DATE OF BID OPENING: August 29, 2013 10:00 a.m.

CONTRACTOR	BID
Blevins Asphalt	154,255.22
Chester Bross	175,587.35
Springfield Stripping	227,866.05
Swift Construction	278,202.90

COUNCIL BILL NO. 2013- 233 **ORDINANCE NO.**

AN ORDINANCE approving a contract with Blevins Asphalt Company in the amount of One Hundred Fifty Four Thousand Two Hundred Fifty Five and 22/100 Dollars ($154,255.33) for the Railroad Crossing Pavement Repair project in the City of Joplin, 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. That the contract is awarded to Blevins Asphalt Company in the amount of One Hundred Fifty Four Thousand Two Hundred Fifty Five and 22/100 Dollars ($154,255.33) for the Railroad Crossing Pavement Repair project in the City of Joplin, Missouri

Section2. 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 3. 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 Transportation Sales Tax Fund, Account Number 140-4520-530-8650.

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 -Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the said Transportation Sales Tax Fund, Account Number 140-4520-530-8650 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: September 23, 2013

ITEM: COUNCIL BILL NO. 2013-626

ORIGINATING DEPARTMENT: FIRE DEPARTMENT
ATTACHMENTS: Council Bill No. 2013-626, Bid Tabulation

FIRE CHIEF MITCH RANDLES: MDR	**DATE:** 9/9/2013
CITY MANAGER MARK ROHR RWR	**DATE:** 9-16-13
CITY ATTORNEY BRIAN HEAD:	**DATE:** 9-16-13
FINANCE DIRECTOR LESLIE HAASE LH	**DATE:** 9-10-13

BACKGROUND:
With several of the past annexations, an adequate source of water for fire protection did not exist at the time the annexation took affect and it was several years before the water utility was able to make the needed installations to provide needed water resources for Fire protection. Also following the May 22, 2011 tornado, the City of Joplin water system became inoperable because of the enormous amounts of open free flowing water lines, while fighting the fires which followed the tornado, Fire crews had to rely on tanker apparatus to haul in the water needed to extinguish those fires. In each of the above situations the Joplin Fire Department has had to depend upon outside resources to address the needs of protecting the citizens of Joplin. To address this need a 2000 Gallon Tanker apparatus was budgeted for in the 2013-2014 budget.

DISCUSSION:
In April of 2013, bids were taken for tanker apparatus but each of the 6 lowest vendors who bid varied from the specification to such a level that a proper and fair evaluation of the bids was not possible; On August 21st, 2013 we re-bid the 2000 gallon tanker with a bid opening on September 6th, 2013. Six bids were received and evaluated. It was determined that the bid from Deep South Fire Trucks was the lowest and best bid and met City's bid requirements.

RECOMMENDATION:
Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2013-626 ORDINANCE NO.

AN ORDINANCE authorizing and approving the City to purchase a 2000 Gallon Tanker Apparatus from Deep South Fire Trucks, for the amount of Two Hundred Eleven Thousand, Three hundred and Fifty Dollars, Zero Cents ($211,350.00); authorizing the City Manager to execute a Purchase Order 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 purchase of a 2000 Gallon Tanker Apparatus from Deep South Fire Trucks, of Seminary, Mississippi, by the City of Joplin, Missouri, for the amount of Two Hundred Eleven Thousand, Three hundred and Fifty Dollars, Zero Cents ($211,350.00) be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Purchase Order by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing generally with public safety and a current expenditure of the City of Joplin, is an emergency within the meaning of Section 2.12(1)(3) 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-Keen, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

I hereby certify that a sufficient amount is available in the Fire Operations Motor Vehicles Fund – Account No. 001-6002-510-8210, to pay the amounts called for on the basis of the lowest and best bid received by the Fire Department.

_____

Leslie Jones, Finance Director

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #: 2013-28 BID ITEM DESCRIPTION: 2000 GAL TANKER

BID OPENING DEADLINE: 9-6-13 1:00 P.M. DEPARTMENT: FIRE

REQUISITION NUMBER: DATE & TIME OPENED: 9-6-13 1:00 P.M.

OPENED BY: M. RANDLES WITNESSED BY: B. THOMASSON

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
PIERCE	9/4/13	Kevin McCaw			236,922.00
E-ONE	9/5/13	Mark Schmitt			222.925.00
MAX FIRE	9/6/13	Pete Lazier			240,195.00
DEEP SOUTH	9/6/13	Dave Wunderlich			211,350.00
KME	9/6/13	Travis Trent			239,260.00
TOYNE	9/6/13	Brian Rosner			239,378.24

ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2013-28 BID ITEM DESCRIPTION: 2000 GAL TANKER

BID OPENING DEADLINE: 9-6-13 1:00 P.M. DEPARTMENT: FIRE

REQUISITION NUMBER: DATE & TIME OPENED: 9-6-13 1:00 P.M.

OPENED BY: M. RANDLES WITNESSED BY: B. THOMASSON

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KME	9/6/13	Travis Tant			239,260.00
TOYNE	9/6/13	Brian Rosner			239,378.24

ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: September 23,2013
ITEM: Council Bill No. 2013-630

ORIGINATING DEPARTMENT: Parks and Recreation.
ATTACHMENTS: Council Bill No. 2013-630; Residential Real Estate Contract.

DEPARTMENT HEAD:	Chris Cotten CCott	**DATE:** 9-16-13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 9.16.13
FINANCE:	Leslie Haase LH	**DATE:** 9-16-13
LEGAL:	Brian W. Head BWH	**DATE:** 9-16-13

INTRODUCTION: A realtor with Charles Burt Realtors contacted the Parks and Recreation Department in late July indicating that there was acreage adjacent to McIndoe Park that was for sale in the amount of $90,000. In early August the price was dropped to $60,000 and then more recently to $45,000.

DISCUSSION: This piece of property is directly adjacent to McIndoe Park. After the tornado this piece of property is where the "tent city" sprang up. While the property lies in a flood plain, it would make a nice addition to McIndoe Park. The property does have electric, sewer and water on it. Adding these three acres to the park system would allow us to provide more access to Shoal Creek for citizens and visitors and allow us to control the future activities on this piece of property.

This purchase of real estate was unknown at the time of the budget. Therefore, this council bill also amends the budget for the purchase of the property.

RECOMMENDATION:

Staff recommends Council Bill be passed on an emergency basis.

COUNCIL BILL NO. 2013-630 ORDINANCE NO.

AN ORDINANCE approving a Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Clyde E. Black, for the purchase and acquisition of real estate located generally at 1424 W. Glendale in Joplin, Newton County, Missouri, for park purposes; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Clyde E. Black, whereby the City will purchase real estate located generally at 1424 W. Glendale in Joplin, Missouri, a true and accurate copy of said Contract, being attached hereto and incorporated herein as Exhibit "A", be, and the same is, hereby approved.

Section 2. That Fiscal Year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 be amended by increasing appropriations by the total amount of Forty-Five Thousand Dollars and No Cents ($45,000.00) for the purpose of purchasing park land.

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. That the City Manager is hereby authorized and directed to execute said Contract, by and on behalf of the City of Joplin, Missouri.

Section 5. 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 _____.

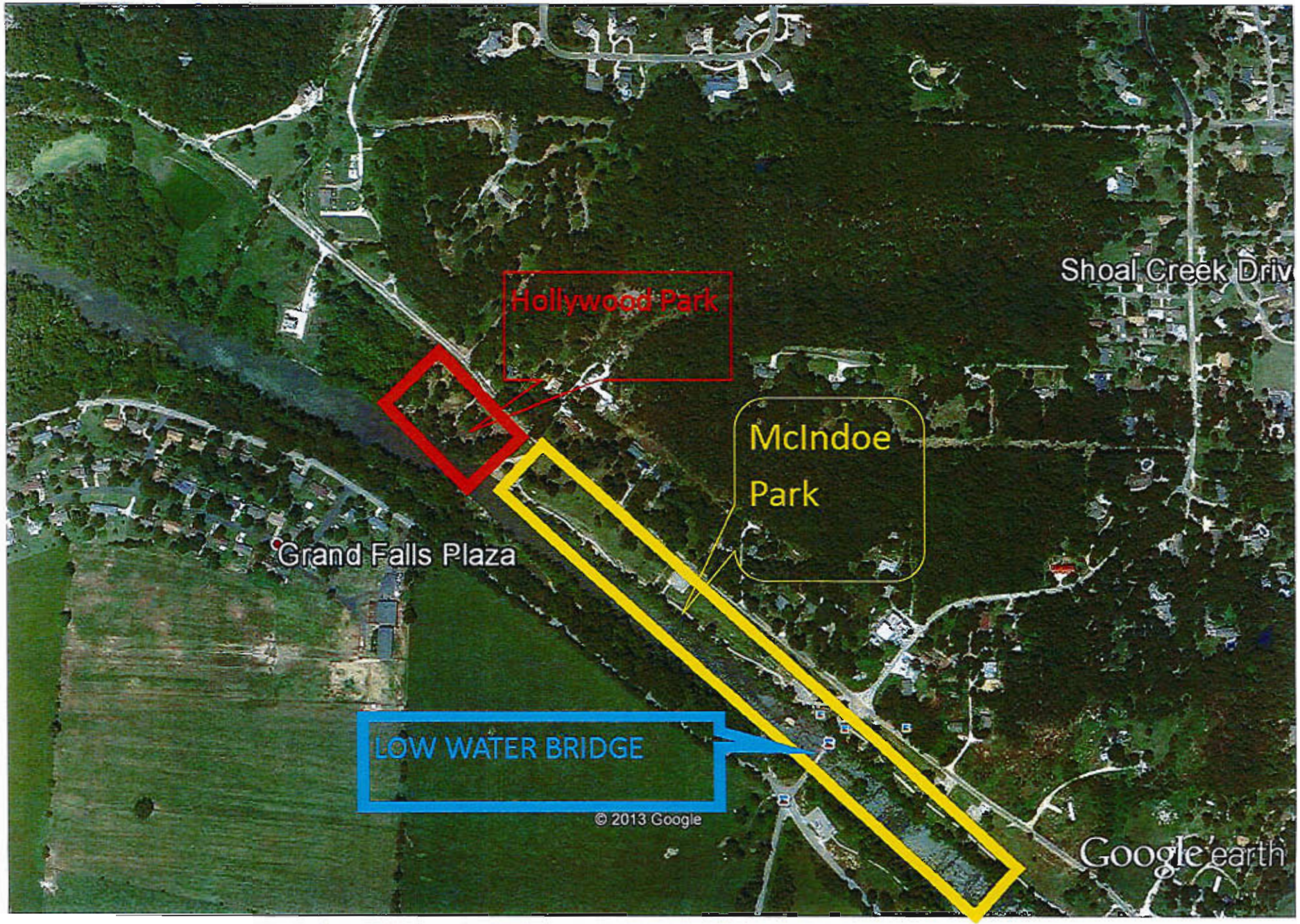
_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney


Hollywood Park
McIndoe Park
Shoal Creek Driv
Grand Falls Plaza
LOW WATER BRIDGE
© 2013 Google
Google earth

Reference *(e.g., Seller & Buyer)* _____

MISSOURI ASSOCIATION OF REALTORS®

Contract for Sale of Residential Real Estate

This Contract has important legal and tax consequences. If not understood, consult your attorney before signing.

This Contract is made between Clyde E. Black ("**Seller**") and The City of Joplin ("**Buyer**"). The "**Effective Date**" shall be the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto (*if any*).

1. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate (*if no legal description is included below, then legal description on Seller's deed(s) to govern. Legal description(s) may be confirmed by a Survey pursuant to Section 6 below*). Such real estate and any other included property set forth below is collectively referred to herein as the "**Property**."

☐ ***(Check box if legal description attached)***

1424 W. Glendale	Joplin	MO	64804	Newton
Street Address	**City**	**State**	**Zip Code**	**County**

2. INCLUSIONS AND EXCLUSIONS. ***Note: This Contract, and not the Seller's Disclosure Statement, multi-listing service or other promotional material, provides for what is included in this sale. To avoid misunderstanding, the parties are urged to list below, as "included" or "excluded", any items which may be subject to question.*** The Purchase Price and the Property includes all existing improvements on the real estate and all appurtenances, fixtures and equipment **(which Seller warrants to convey free and clear)**, including but not limited to the following *(if any)*:

Access to Property
- Electric Garage Door Opener(s) & Control(s)
- Keys and Remote Entry Controls

Exterior
- Exterior Lighting, Landscaping & Mailbox
- Fences (*including invisible pet systems, collars and controls*)
- Sprinkler Systems and Controls

Systems and Utilities
- Heating, Cooling, Electrical
- Plumbing Fixtures/Systems (*Built-in*)
- Humidifier (*if attached*)
- Propane Tanks (*excluding portable tanks*)
- Radiator Shields
- Security & Alarm Systems
- Vacuum Systems (Central) & Attachments
- Ventilation and Exhaust Fans
- Water Heaters, Softeners & Sump Pump
- Window Air Conditioning Units

Kitchen / Cooking Related
- Dishwashers & Trash Compactors
- Garbage Disposals
- Gas Fired Barbecue Grills (*Built-in*)
- Microwave Ovens (*Built-in*)
- Ovens/Ranges and Attachments

Electrical, Lighting & TV Related
- Attic and Ceiling Fans
- Lighting Fixtures
- TV Antennas (*if attached*)

Fire / Fireplace Related
- Fire and Smoke Alarms
- Fireplace Equipment and Doors (*if attached, including artificial logs*)

Window / Wall Related
- Blinds, Shades, Shutters, Storm Windows, Sashes and Doors, Screens, Awnings
- Curtain & Drapery Hardware (*only*)
- Mirrors (*Attached*) & all Bathroom Mirrors
- Shelving & Closet Organizers (*if attached*)

Flooring Related
- Floor Coverings (*if attached*), Tacked Down & Wall to Wall Carpet

Miscellaneous
- Manuals and written warranties in Seller's possession pertaining to any of the foregoing

The following items are also **included** in the sale *(e.g., list any non-affixed equipment or machinery, household or other personal property)*:
as per listing MLS #137587

The following items are **excluded** from the sale *(e.g., list any items leased or otherwise not owned by Seller, such as satellite dish equipment)*:

3. PURCHASE PRICE.

$ 45,000 is the "**Purchase Price**" for the Property and is to be paid by Buyer as follows:

$ _____ as "**Earnest Money**" in the form of (*check one*):

☐ personal check ☒ cashier's check ☐ other _____, to be supplied at the time of original delivery hereof as set forth at the Receipt and Acknowledgement following the end of this Contract, and which shall be deposited not later than ten (10) banking days after the Effective Date in an escrow account with CB Title Company ("Escrow Agent"). Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer shall pay the balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent ("Funds") at Closing.

4. CLOSING. Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "**Closing**") at the office of CB Title Company ("**Closing Agent**") in Joplin, MO, on on or b4 Nov 1, 2013 (the "**Closing Date**").

City	**State**	**Month**	**Day**

Possession and all keys will be delivered to Buyer at: (*check one*) ☒ Closing or ☐ other _____.

Note: If possession is to be transferred on a day other than day of Closing or if the Property is tenant occupied, then the

Exh. "A"

parties should complete and attach an appropriate rider(s). Brokers are not responsible for delivery of keys. It is recommended that Buyer change locks following possession.

Seller warrants that the Property will be vacant as of the time of delivery of possession (except for tenants or others in possession pursuant to any lease or other agreement approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.

5. FINANCING. *(Check applicable box)*

☒ **A. Not Conditioned Upon Financing.** *(Although not a condition to performance, Buyer may finance any portion of Purchase Price).*

☐ **B. Nonconventional.** *(Attach Financing Agreements rider, MSC-2010, for Assumption; Seller Financing; or Government Financing).*

☐ **C. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to the execution of a completed loan application and other instruments, payment to lender for a credit report, appraisal and any other required fees, to provide all information required by lender and to otherwise cooperate fully in order to make a good faith effort obtain the financing described below. If Buyer does not deliver a Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan commitment on the terms described below by 5:00 p.m. on the date (the "**Loan Condition Deadline**") which is_____days (*15 days if none stated*) after the Effective Date, then this condition shall be deemed waived and Buyer's performance under this Contract shall thereafter not be conditioned upon Buyer's obtaining financing; provided, however, if such lender will not give Buyer such Notice then Buyer may directly notify Seller (on or before the Loan Condition Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain the loan commitment, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to Section 8).

(Complete one or both) Loan amount:_____ % of the Purchase Price, or $ _____.

Initial interest rate not to exceed: _____ %. Amortization term _____ years.

Type (*check one*): ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: _____

Other terms: _____

Note: A lender's loan approval process may not include an appraisal or other such comparison or determination of value of the Property. Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at a specified value, then Buyer should complete and attach to this Contract an appropriate Rider. If the Loan Condition Deadline passes without a termination as outlined above, Buyer remains obligated under this Contract. Therefore, Buyer should be certain that Buyer will have available the funds required to close. A "loan commitment" or "preapproval" does NOT necessarily guarantee that Buyer's loan will actually be funded.

6. TITLE AND SURVEY. At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by *(unless otherwise specifically agreed)* general warranty deed (the "**Deed**"), properly executed and in recordable form.

Within_____days (*10 days if none stated*) after the Effective Date (*check applicable box below*):

A. ☐ Seller shall deliver to Buyer, at **Seller's cost**, a commitment (the "**Title Commitment**") to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the "**Owner's Policy**") at **Seller's cost**.

B. ☐ Seller shall deliver to Buyer an abstract of title certified to date, at **Seller's cost**.

C. ☒ Seller shall deliver to Buyer, a Title Commitment at **Seller's cost** to issue an Owner's Policy at **Buyer's cost**. *(Specify if otherwise)* _____

_____

D. ☐ Buyer may order an abstractor or an authorized title insurance company to issue an abstract or Title Commitment for an Owner's Policy (**both at Buyer's cost**).

The Title Commitment (or abstract, as the case may ba) shall be issued by the Closing Agent, unless otherwise specified. If Seller already has a survey of the Property in Seller's possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole option, expense and liability may also obtain a survey of the Property ("**Survey**") to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not alike (*i.e.*, a "spot survey" is not the same as a "stake survey") and may not disclose all defects. ***Note: Buyer should consult with its lender and the title company as to their survey requirements and in order to provide full survey coverage to Buyer.***

Buyer shall have _____days *(20 days if none is stated)* after the Effective Date to review the Title Commitment (or abstract, as the case may be), including copies of all subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced as exceptions therein which Buyer may desire to obtain (the "**Review Period**"), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey ("**Objections**"). If any of boxes 6A, 6B or 6C is checked and Seller does not timely deliver to Buyer the Title Commitment (or abstract, as the case may be), then Buyer may either obtain the same directly at Seller's cost or elect to terminate this Contract, in which case the Earnest Money is to be returned to Buyer (subject to Section 8). Failure to timely deliver Notice to Seller of any Objections within the Review Period will constitute a waiver by Buyer of any Objections.

If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller shall have _____days (*7 days if none stated)* from receipt of Buyer's Notice of Objections to agree in writing to correct the same prior to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within _____additional days (*3 days if none stated)* after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept the title without correction of such Objections. ***Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any such Objections.*** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to Section 8) and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title examination charges. Seller shall be liable for

clearing any exception to title that arises between the Effective Date and Closing, and any existing lien (other than general taxes and any installments of special taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment, abstract or Survey (or which could have been shown on a survey) and to which Buyer does not timely submit an Objection during the Review Period, or for which Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning ordinances, are collectively referred to herein as the **"Permitted Exceptions"**. The Owner's Policy must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued. If this Contract is terminated for any reason, the abstract *(if any)* shall be returned to Seller.

7. INSPECTIONS. Seller agrees to permit inspections of the Property by any qualified independent inspector or appraiser selected by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller. Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or presence *(if any)* of: environmental hazards; mold; termite and wood destroying insect infestation or damage; plumbing, including water well, sewer, septic and wastewater treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines; basement leaks and exterior drainage; and mechanical equipment, including appliances. Buyer may also review additional property data, including but not limited to flood plain data; zoning regulations; leases and other occupancy agreements; general taxes; school district; square footage; and insurability of the Property **("Additional Property Data")**. ***Note: It is recommended that homeowners insurance availability be ascertained during the Inspection Period. Buyer should also contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.***

Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of any unacceptable condition(s) (the **"Inspection Notice"**, *See MSC-2050*), within _____ days *(10 days if none stated)* after the Effective Date (the **"Inspection Period"**). ***Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice should include all matters unacceptable to Buyer.*** Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract.

If Seller has not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is given, it shall state whether: **(1)** Buyer is satisfied with all the inspections; **(2)** Buyer intends that any unacceptable conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or **(3)** Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer (subject to Section 8). Failure to obtain any inspection shall constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

If this Contract is not terminated as provided above, Seller shall have ____ days *(7 days if none stated)* after Seller's receipt of the Inspection Notice (the **"Initial Response Period"**) in which to respond in writing to Buyer's Inspection Notice. *(Note: If Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary adjustment at Closing).* The parties shall have an additional _____ days *(3 days if none stated)* after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer (subject to Section 8); provided, however, that either a written commitment by Seller to correct those items submitted by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph, even after earlier negotiation failed to produce an agreement. ***Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate and private mortgage insurance). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit. A limited warranty or service agreement may also be available for purchase regarding the Property.***

Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special knowledge or understanding of any inspection results. The parties will rely only upon the written inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by any inspections, warranties or services. Buyer acknowledges that: **(1)** Buyer will not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service; **(2)** inspections, warranties and services may be offered by more than one company and the determination to select and engage a particular company and the completeness and satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and **(3)** when choosing to engage a lender, inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. ***Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees (identified in the Brokerage Relationship disclosure Section below, collectively, the "Brokers"), shall be immune from liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying insect and control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was selected and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether the statement was true or false.***

A licensee acting as a courier of documents referenced in this section shall not be considered to be making the statements contained in such documents.

8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS. Regardless of any other terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "**Escrow Holder**") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("**Escrow Items**") without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: **(1)** Escrow Holder has a written release signed by all parties consenting to its disposition; **(2)** a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time payment and delivery of the Earnest Money and/or any other Escrowed Items may be made into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; **(3)** a court order or final judgment mandates its disposition; or **(4)** as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or any other escrowed funds received by a Missouri licensed real estate broker is in dispute between the parties, said Escrow Holder is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of the written consent of all parties as set forth above). ***Note: An Escrow Holder who is not a licensed real estate broker is not bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this Contract regarding any Escrow items, unless it separately agrees in writing.*** In any reference in this Contract (including any attached Rider) to the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

9. LOSS; CONDEMNATION. Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance *(if any)* on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged, then Seller shall immediately provide Notice to Buyer of any such event, together with copies of any written communications to and from the condemning authority and/or insurer *(as the case may be)*, the amount of proceeds payable, and whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing.

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall immediately provide Buyer with a copy of any policy(ies) of insurance, the name and number of the agent for each policy and written authorization *(if needed)* for Buyer to communicate with the insurer. Buyer may then either: **(1)** proceed with the transaction and be entitled to all insurance proceeds (and/or condemnation payments and awards), if any, payable to Seller relating to the Property, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be at Buyer(s)' option either **(a)** a credit against the Purchase Price otherwise payable by Buyer at Closing or **(b)** a credit to Buyer at Closing, and Seller shall assign to Buyer all remaining claims and rights to or arising out of any such casualty or taking, including the right to conduct any litigation with respect thereto; or **(2)** rescind the Contract, and thereby release all parties from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance information, and Closing will be extended accordingly, if required *(i.e., if such information is not received by Buyer more than 10 days prior to the date scheduled for Closing)*. Seller shall not settle any claim regarding a taking of any part of the Property by eminent domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section shall survive Closing.

10. ADJUSTMENTS AND CLOSING COSTS. Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (subject to current FHA and VA regulations and except as may otherwise be expressly set forth herein or in a rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"), together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150.

Buyer shall pay for (where applicable): (a) hazard insurance premium(s) from and after Closing; **(b)** flood insurance premium if required by lender; **(c)** fees for the Survey or any appraisal ordered by or for Buyer; **(d)** title company charges (including Closing, recording and escrow fees) customarily paid by a buyer in the County where the Property is located; **(e)** charges imposed by lender (*e.g.*, appraisal and credit report fees, loan discount "points", loan origination or funding fees and other loan expenses), unless specifically agreed to be paid by Seller; **(f)** building, termite, environmental and any other inspections ordered by Buyer; **(g)** special taxes, special subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing; **(h)** the value of any heating oil or propane gas left in any tank at the Property (based on current market rate charged by supplier); **(i)** agreed upon repairs; **(j)** applicable municipal occupancy permit fee; and **(k)** any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (where applicable): (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); **(b)** expenses of Buyer's loan agreed to by Seller in Section 5; **(c)** title company charges (including Closing, releasing and escrow fees) customarily paid by a seller in the County where the Property is located; **(d)** required municipal, conservation district and fire district inspection fees; **(e)** so-called "one-time" Special Assessments levied before Closing; **(f)** security deposits and prepaid rents and expenses held by Seller (to be credited to Buyer at Closing); **(g)** agreed upon repairs; and **(h)** any commission or other compensation due from Seller to the Broker(s).

Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing *(Seller to pay for day of Closing)*: (a) current rents (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not adjusted; **(b)** general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year); **(c)** installments of Special Assessments becoming due during the calendar year of Closing; **(d)** subdivision upkeep assessments and monthly association fee; **(e)** interest *(if Buyer assumes an existing loan per Section 5 above)*; **(f)** flat rate utility charges (including water, sewer and trash); and **(g)** boat dock fees.

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE. This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: **(a)** Seller is taking back a note and deed of trust as part of the Purchase Price, or **(b)** Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange (**"Exchange"**) pursuant to §1031 of the Internal Revenue Code (the **"Code"**). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the **"Requesting Party"**). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

12. ENTIRE AGREEMENT/MODIFICATION. This Contract and any rider(s) or other attachments hereto *(if any)* constitute the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

13. DEFAULT/REMEDIES. If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

A. Seller Defaults. If Seller defaults, Buyer may: **(1)** specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; **(2)** terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or **(3)** pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to Section 8). Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

B. Buyer Defaults. If Buyer defaults, Seller may: **(1)** specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; **(2)** terminate this Contract by Notice to Buyer, and (subject to Section 8) retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or **(3)** pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

14. PREVAILING PARTY. In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

15. SELLER'S DISCLOSURE STATEMENT. *(check one)*

☐ **A.** Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

☐ **B.** Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the Effective Date. Buyer shall have 3 days after delivery of the Disclosure Statement to review said disclosure, and to deliver Notice of termination to Seller if this Contract is to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

☒ **C.** No Seller's Disclosure Statement will be provided by Seller.

Seller confirms that the information in the Seller's Disclosure Statement *(if any)* is (or when delivered will be) accurate, to the best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.

16. LEAD-BASED PAINT DISCLOSURE. Buyer has reviewed and signed, if required by law, a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards form.

17. FINAL WALK-THROUGH. Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through" and verify the condition of the Property. Seller will arrange, at Seller's expense, to have all utilities turned on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within _____days *(4 days if none stated)* prior to Closing. This "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: **(1)** the Property is in the same general condition as it was on the Effective Date; and **(2)** repairs agreed upon *(if any)* are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract.

18. SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Contract, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

19. GOVERNING LAW/ CONSTRUCTION. This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms "**Seller**" and "**Buyer**" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

20. NOTICES. Any notice, consent, approval, request, waiver, objection or other communication (collectively, "**Notice**") required under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, a designated agent *(if any)* acting on behalf of Seller, a dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent pursuant to a buyer's agency agreement, a designated agent *(if any)* acting on behalf of Buyer, a dual agent, transaction broker or as a Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

21. RIDERS. The following are attached and incorporated herein as part of this Contract: *(check all that apply)*

☐ Financing Agreements MSC-2010 ☐ Contract Conditions MSC-2020 ☐ Dispute Resolution MSC-2030

☐ Other_____ ☐ Other_____ ☐ Other_____

22. SPECIAL AGREEMENTS. Buyer and Seller to share fees charged by title company 50/50.

23. PRINCIPAL(S) INVOLVED. *(check one, neither or both, as applicable)*

☐ Seller ☐ Buyer is a licensed real estate broker or salesperson and is a principal party in this transaction.

24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION. *(check one, neither or both, as applicable)*

☒ Seller ☐ Buyer

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

25. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

Licensee assisting Buyer is a: *(Check appropriate box)*

☐ **Buyer's Limited Agent** (acting on behalf of Buyer).
☐ **Seller's Limited Agent** (acting on behalf of Seller).
☐ **Dual Agent** (acting on behalf of both Buyer and Seller).
☒ **Designated Agent** (designated to act on behalf of Buyer).
☐ **Transaction Broker Assisting Buyer** (not acting on behalf of either Buyer or Seller).
☐ **Subagent of Seller** (acting on behalf of Seller)

Licensee assisting Seller is a: *(Check appropriate box)*

☐ **Buyer's Limited Agent** (acting on behalf of Buyer).
☐ **Seller's Limited Agent** (acting on behalf of Seller).
☐ **Dual Agent** (acting on behalf of both Seller and Buyer).
☒ **Designated Agent** (designated to act on behalf of Seller).
☐ **Transaction Broker Assisting Seller** (not acting on behalf of either Seller or Buyer).

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

Charles Burt Realtors	Charles Burt Realtors
Broker's Firm Assisting Buyer (and MLS ID No., if required)	**Broker's Firm Assisting Seller (and MLS ID No., if required)**
By (*Signature*) Mel Bachmann	By (*Signature*) Mel Bachmann
Licensee's Printed Name: Mel Bachmann	Licensee's Printed Name: Mel Bachmann
Date: 9/13/13	Date: 9/13/13

26. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

27. SALES INFORMATION. Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

28. FOREIGN INVESTMENT. Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

29. ANTI-TERRORISM. Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

30. ACCEPTANCE DEADLINE. Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted this offer, in writing, and provided further that communication of that acceptance is made to Buyer or to the licensee assisting the Buyer by _____ ____.m., of _____.

31. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations of the parties under this Contract.
All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

_____ **SELLER *REJECTS* OFFER *(Initial)*** _____
BUYER **DATE**

_____ **SELLER *COUNTER-OFFERS (Initial)*** _____
BUYER **DATE**
Counter Offer form MSC-2040, which amends the terms of this offer, is attached and incorporated into this Contract.

By signing below Seller indicates that Seller has ACCEPTED this offer

_____ 9-13-13 11:30AM
SELLER **DATE and TIME**

_____ _____
SELLER **DATE and TIME**

* * * \

FIRST READING

City of Joplin City Council Agenda Item

Requested Council Meeting Date: September 23, 2013

ITEM: Council Bill No. 2013-629. This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2014 relating to special events, festivals and celebrations.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2013-629.

DEPARTMENT HEAD:	Patrick Tuttle	DATE: 9/16/13
CITY MANAGER:	R. Mark Rohr RMR	DATE: 9-16-13
CITY ATTORNEY:	Brian W. Head	DATE: 9/16/13
FINANCE DEPARTMENT:	Leslie Haase LH	DATE: 9-16-13

INTRODUCTION:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) Grant distribution for FY2014 special events, festivals and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

SUMMARY:

The purpose of this Grant Program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For Profit organizations may apply;
- Events must be held between November 1, 2013 & October 31, 2014;
- Events must be held within 20 miles of Joplin city limits;
- Events must be open to the general public.

On July 26, 2013, the JCVB Advisory Board held a meeting to review and discuss applications submitted for the FY2014 Special Event Grant funds offered through the Convention & Visitors Bureau. Following the review, the Board listened to presentations from each of the eight applicants that included a 5 minute presentation and 5 minute question and answer period. Funding requests from the eight applications total $121,835. Grant funds available for this program total $100,000. Taking into consideration many factors including application and presentation, tourism draw, community development, potential room nights, growth potential, previous funding and reporting standards, and overall appeal; the JCVB-AB offers the following funding recommendations.

1) **Historic Murphysburg's DickensFest, December 13-15, 2013**. Requested = $18,850, **Recommended = $13,540**. This will be the fourth year for funding for this event. DickensFest has grown and developed in the past three years to be mainstay for the December "Holiday Experience". The event's staff continues to seek new ways to increase attendance and expand the notoriety of the event. The JCVB Board feels the event is beneficial for the community and tourism offering a unique activity during the off-season. Funding will be used primarily for entertainment and marketing.

2) **Spiva Center for the Art's PhotoSpiva, March 9-May 4, 2014**. Requested = $14,860, **Recommended = $14,860**. This is a nationally known photo competition. The Board feels the marketing for this event always builds a positive image of Joplin and attracts attention from all across the nation. Funding will be used for printing, postage and marketing the event outside a 50 mile radius.

3) **Joplin Memorial Run, May 10, 2014.** Requested = $20,000, **Recommended = $20,000**. Previously known as the Boomtown Run, this event continues to demonstrate rapid growth and development. Transitioning to a Memorial Run, using the OKC Memorial Run as a template, has dramatically increased the appeal for participants and their families to visit Joplin. Funding will be used for the event shirts.

4) **Rufus Racing's Summer Roundup Triathlon Weekend, June 28 & 29, 2014.** Requested = $12,500, **Recommended = $12,500**. This event has been funded through the grant program for four years. Each year, Rufus Racing has designed elements into the event to increase attendance and participation. The 2013 event was sold out and drew attention well outside the local marketing region. Funding will be used primarily for marketing, printing and awards.

5) **Wildcat Glades Conservation & Audubon Center, Shoal Creek Water Festival, August 10, 2014.** Requested = $16,545, **Recommended = $10,020**. This event has been funded through the grant program in the past, but not in recent years. The focus is to grow the Cardboard Boat Races which have the greatest potential to bring visitors to town and generate hotel receipts. Funding will be used primarily for boat races prize money, equipment rental, marketing and entertainment.

6) **Joplin Disc Golf Club, September 26-28, 2014.** Requested = $9,500, **Recommended = $9,500.** This is the fifth year this event has received funding and each year the event has grown bigger. The event organizers are consistent, not only in reporting, but also in the efforts to develop new aspects of the event that will continue to encourage overnight stays. Funding is recommended for prizes, entertainment and marketing.

7) **Salvation Army, Chicago Staff Band, October 18, 2014.** Requested = $20,000, **Recommended = $10,000**. This is a new event for 2014. The group is a flagship brass band of the Salvation Army. Founded in 1865 England the Salvation Army music has always been an important part of their mission. The Salvation Army of Joplin will be marking its 125th anniversary in 2014 and this public concert and community music sessions is one of the events being planned. Funding will be used primarily for venue rental and entertainment related expenses.

8) **MSSU Homecoming Celebration, October 20-25, 2014.** Requested = $9,580, **Recommended = $9,580.** This group has received funding for the past seven years and has shown that the grant has helped grow attendance and room nights. They continue to generate new ideas each year to encourage more attendance and a longer duration of stay. This year is including family related events. Funding will be used for printing and postage expenses.

RECOMMENDATION:

The JCVB Advisory Board and JCVB Staff recommend the Joplin City Council approve the funding recommendation of $100,000 and that Grants be awarded for the eight (8) events described above.

ATTACHMENTS:

Grant Applicant presentation summary and applicant snap shot (10 pages).

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

SUMMARY

1) HISTORIC MURPHYSBURG'S DICKENSFEST, DECEMBER 13-15, 2013
REQUESTED = $18,850, RECOMMENDED = $13,540
   - Petting Zoo Exhibit, $1,350
   - Horse/Carriage & Train Ride, $1,500
   - Marketing (Poster Printing and Facebook), $2,190
   - Entertainment Performers/Shows, $7,500
   - Interactive Theatrical Entertainment, $1,000

2) SPIVA CENTER FOR THE ART'S PHOTOSPIVA, MARCH 9-MAY 4, 2014
REQUESTED = $14,860, RECOMMENDED = $14,860
   - Marketing (Magazine), $4,107
   - Marketing (Print), $2,718
   - Marketing (Online), $4,763
   - Web Site Update, $927
   - Juror Related Expenses, $2,345

3) JOPLIN MEMORIAL RUN, MAY 10, 2014
REQUESTED = $20,000, RECOMMENDED = $20,000
   - Runner Shirts, $20,000

4) RUFUS RACING'S SUMMER ROUNDUP TRIATHLON WEEKEND, JUNE 27 & 29, 2014
REQUESTED = $12,500, RECOMMENDED = $12,500
   - Marketing (Print), $1,399
   - Web Site, $1,200
   - Facebook (April & May), $200
   - Chip Timing, $3,000
   - Racer ID (bibs, caps, numbers), $1,225
   - Phone App Tracker, $1,000
   - Tent, Tables and Chairs, $500
   - Awards, $3,976

5) WILDCAT GLADES CONSERVATION & AUDUBON CENTER, SHOAL CREEK WATER FESTIVAL, AUGUST 10, 2014
REQUESTED = $16,545, RECOMMENDED = $10,020
   - Marketing (Online), $1,570
   - Entertainment, $650
   - Prize Money, $2,850
   - Rental Equipment, $4,950

6) JOPLIN DISC GOLF CLUB, SEPTEMBER 26-28, 2014
REQUESTED = $9,500, RECOMMENDED = $9,500
- Marketing (Magazine), $700
- Marketing (Facebook), $500
- Entertainment, $500
- Reception Venue, $500 x2 = $1,000
- Prize Money, $6,800

7) SALVATION ARMY, CHICAGO STAFF BAND, OCTOBER 18, 2014
REQUESTED = $20,000, RECOMMENDED = $10,000
- Venue Rental, $3,500
- Travel for Band, $4,500
- Entertainment, $2,000

8) MSSU HOMECOMING CELEBRATION, OCTOBER 20-25, 2014
REQUESTED = $9,580, RECOMMENDED = $9,580
- *Save the Date Cards*:
- Marketing (Design), $100
- Marketing (Printing), $600
- Marketing (Labeling), $500
- Marketing (Postage), $3,240
- *Invitations*:
- Marketing (Design), $100
- Marketing (Printing), $800
- Marketing (Labeling), $1,000
- Marketing (Postage), $3,240

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	Historic Murphysburg Preservation, Inc.
EVENT:	DICKENSFEST IV
EVENT DATE:	December 6-8, 2013
EVENT LOCATION:	Historic Murphysburg, Joplin
PROJECTED ATTENDANCE:	7,000
ESTIMATED # OF ROOM NIGHTS:	15
ESTIMATED # OF DAY TRIPPERS:	5,000 (also with Holiday Experience)
TARGET AUDIENCE:	Families, couples, tourists, artists, school groups, seniors
MARKET ORIGIN OF ATTENDEES:	4 States Region and Beyond
AMOUNT REQUESTED:	$18,800
PORTION OF BUDGET:	42%
FUNDS REQUESTED FOR:	Petting Zoo Exhibit, $1,350 Horse/Carriage & Train Ride, $1,500 ~~Web Site Development, $500~~ Marketing (Print and Social), ~~$3,500~~ ,$2,190 ~~Sponsor Plaques / Prize Money, $1,000~~ Entertainment Performers/Shows, $7,500 Interactive Theatrical Entertainment, $1,000 ~~Tents/Stage/Sound Production Rentals, $2,500~~
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $13,540 FY13 S.E. Grant - $19,400 FY12 S.E. Grant - $20,000 FY11 S.E. Grant - $12,500
SOCIAL MEDIA PROGRAM:	Facebook & Web Site
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	George A. Spiva Center for the Arts
EVENT:	PHOTOSPIVA 2014
EVENT DATE:	March 8 – May 4, 2014
EVENT LOCATION:	Spiva Center for the Arts
PROJECTED ATTENDANCE:	2,000
ESTIMATED # OF ROOM NIGHTS:	10-15
ESTIMATED # OF DAY TRIPPERS:	150
TARGET AUDIENCE:	All ages, social-economic backgrounds and interests
MARKET ORIGIN OF ATTENDEES:	Kansas City, Springfield, Tulsa, Kansas, NW Arkansas
AMOUNT REQUESTED:	$14,860
PORTION OF BUDGET:	35%
FUNDS REQUESTED FOR:	Marketing (Magazine), $4,107 Marketing (Print), $2,718 Marketing (Online), $4,763 Web Site Update, $927 Juror Related Expenses, $2,345
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $14,860 FY13 S.E. Grant - $18,019.12 FY12 S.E. Grant - $7,500 FY11 S.E. Grant - $7,500 FY10 C.E. Grant - $2,500
SOCIAL MEDIA PROGRAM:	Facebook and Web Site
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	Active Lifestyle Events
EVENT:	JOPLIN MEMORIAL RUN
EVENT DATE:	May 10, 2014
EVENT LOCATION:	Joplin (Half-Marathon and 5K Course)
PROJECTED ATTENDANCE:	2,600
ESTIMATED # OF ROOM NIGHTS:	200
ESTIMATED # OF DAY TRIPPERS:	130+
TARGET AUDIENCE:	Half Marathon running community, 28 states in 2013
MARKET ORIGIN OF ATTENDEES:	Runners from 28 states participated in 2013
AMOUNT REQUESTED:	$20,000
PORTION OF BUDGET:	15%
FUNDS REQUESTED FOR:	~~Tri-Fold brochures, $1,000~~ ~~Website hosting, $1,000~~ ~~Print & online ads, $5,360~~ ~~Expo fees, $2,175~~ ~~E-newsletter, $408~~ ~~Speaker fee, $5,500~~ ~~Prize money, $4,900~~ ~~Medals, $8,750~~ Runner Shirts, ~~$30,000~~ $20,000
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $20,000 FY13 S.E. Grant - $19,500 FY12 S.E. Grant - $20,000 FY11 S.E. Grant - $10,000 (as Boomtown Run) FY10 S.E. Grant - $10,000 (as Boomtown Run) FY09 S.E. Grant - $10,567 (as Boomtown Run)
SOCIAL MEDIA PROGRAM:	Facebook and Web Site
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	Rufus Racing, LLC
EVENT:	JOPLIN TRIATHLON WEEKEND
EVENT DATE:	June 29, 2014
EVENT LOCATION:	Scroggs Lake (near Jasper)
PROJECTED ATTENDANCE:	300
ESTIMATED # OF ROOM NIGHTS:	75
ESTIMATED # OF DAY TRIPPERS:	400
TARGET AUDIENCE:	Triathlon Athletes
MARKET ORIGIN OF ATTENDEES:	CA, TX, WY, GA, IL, OK, KS, MO , AR, WI, IA, FL
AMOUNT REQUESTED:	$12,500
PORTION OF BUDGET:	Approximately 30%
FUNDS REQUESTED FOR:	Marketing (Print), $1,399 Web Site, $1,200 Facebook (April & May), $200 Chip Timing, $3,000 Racer ID (bibs, caps, numbers), $1,225 Phone App Tracker, $1,000 Tent, Tables and Chairs, $500 Awards, $3,976
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $12,500 FY13 S.E. Grant - $12,625 FY12 S.E. Grant - $7,500 FY11 S.E. Grant - $7,500 FY10 C.E. Grant - $2,500
SOCIAL MEDIA PROGRAM:	Facebook
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	Wildcat Glades Conservation & Audubon Center
EVENT:	SHOAL CREEK WATER FESTIVAL
EVENT DATE:	August 10, 2014
EVENT LOCATION:	Wildcat Park
PROJECTED ATTENDANCE:	2,100
ESTIMATED # OF ROOM NIGHTS:	100
ESTIMATED # OF DAY TRIPPERS:	2,000
TARGET AUDIENCE:	General, with emphasis on families, water/nature and cardboard boat racers.
MARKET ORIGIN OF ATTENDEES:	Four states region
AMOUNT REQUESTED:	$16,545
PORTION OF BUDGET:	95%
FUNDS REQUESTED FOR:	~~Marketing (Billboards), $3,000~~ ~~Marketing (Print), $3,525~~ **Marketing (Online), $1,570** **Entertainment, $650** **Prize Money, $2,850** **Rental Equipment, $4,950**
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $10,020 FY10 C.E. Grant - $5,000
SOCIAL MEDIA PROGRAM:	
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	Joplin Disc Golf Club
EVENT:	9TH ANNUAL FOUR STATES OPEN
EVENT DATE:	September 26-28, 2014
EVENT LOCATION:	McClelland Park, Joplin & Morse Park, Neosho
PROJECTED ATTENDANCE:	270
ESTIMATED # OF ROOM NIGHTS:	100
ESTIMATED # OF DAY TRIPPERS:	50
TARGET AUDIENCE:	Disc Golf enthusiast
MARKET ORIGIN OF ATTENDEES:	Joplin, Tulsa, Texas, St Louis
AMOUNT REQUESTED:	$9,500
PORTION OF BUDGET:	60.66%
FUNDS REQUESTED FOR:	Marketing (Magazine), $700 Marketing (Facebook), $500 Entertainment, $500 Reception Venue, $500 x2 = $1,000 Prize Money, $6,800
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $9,500 FY13 S.E. Grant - $13,300 FY12 S.E. Grant - $9,750 FY11 C.E. Grant - $5,000 FY10 C.E. Grant - $3,650
SOCIAL MEDIA PROGRAM:	Facebook
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	The Salvation Army
EVENT:	THE CHICAGO STAFF BAND OF THE SALVATION ARMY
EVENT DATE:	October 18-19, 2014
EVENT LOCATION:	Taylor Auditorium, MSSU
PROJECTED ATTENDANCE:	2,200-3,500
ESTIMATED # OF ROOM NIGHTS:	130-165
ESTIMATED # OF DAY TRIPPERS:	220-350
TARGET AUDIENCE:	Music lovers of all ages, children and families alike
MARKET ORIGIN OF ATTENDEES:	Tulsa, Springfield, Branson, NW Arkansas and beyond
AMOUNT REQUESTED:	$20,000
PORTION OF BUDGET:	46.4%
FUNDS REQUESTED FOR:	**Venue Rental, $3,500** **Travel for Band, $4,500** **Entertainment, ~~$12,000~~ $2,000**
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $10,000 None, new event
SOCIAL MEDIA PROGRAM:	
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

(Continuation of Green Sheet for Council Bill No. 2013-629 approving the Joplin Convention & Visitors Bureau (JCVB) Special Event Grant distribution in FY2014 for special events, festivals and celebrations.)

ORGANIZATION:	MSSU Alumni Association
EVENT:	MISSOURI SOUTHERN HOMECOMING 2014
EVENT DATE:	October 20-25, 2014
EVENT LOCATION:	MSSU Campus
PROJECTED ATTENDANCE:	5,000 through all events
ESTIMATED # OF ROOM NIGHTS:	50
ESTIMATED # OF DAY TRIPPERS:	500+
TARGET AUDIENCE:	5,500 current students, 28,000 alumni and 2,500 friends of MSSU
MARKET ORIGIN OF ATTENDEES:	Alumni of MSSU
AMOUNT REQUESTED:	$9,580
PORTION OF BUDGET:	45% of budget is represented by grant request
FUNDS REQUESTED FOR:	***Save the Date Cards***: Marketing (Design), $100 Marketing (Printing), $600 Marketing (Labeling), $500 Marketing (Postage), $3,240 ***Invitations***: Marketing (Design), $100 Marketing (Printing), $800 Marketing (Labeling), $1,000 Marketing (Postage), $3,240
FUNDING HISTORY:	FY14 S.E. Grant Recommendation $9,580 FY 13 S.E. Grant - $3,000 FY12 S.E. Grant - $10,330 FY11 S.E. Grant - $5,171 FY10 S.E. Grant - $7,500 FY08 S.E. Grant - $2,000 FY07 S.E. Grant - $5,000 FY06 S.E. Grant - $5,000
SOCIAL MEDIA PROGRAM:	Yes
TYPE GRANT REQUEST:	Community Grant: ☐ Special Event Grant ■
CVB STAFF RECOMMENDATION:	
SPECIAL INSTRUCTIONS/NOTES:	

COUNCIL BILL NO. 2013-629 ORDINANCE NO.

AN ORDINANCE approving the application of Historic Murphysburg's DickensFest, Spiva Center for the Art's PhotoSpiva, Joplin Memorial Run, Rufus Racing's Summer Roundup Triathlon Weekend, Wildcat Glades Conservation & Audubon Center, Shoal Creek Water Festival, Joplin Disc Golf Club, Salvation Army Chicago Staff Band, MSSU Homecoming Celebration for utilization of FY2014 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.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Advisory Board established an application procedure and reviewed the applications of numerous organizations, and, have recommended to the Council that certain festivals or celebrations and other events be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Advisory Board.

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

Section 1. That the Application of **Historic Murphysburg's DickensFest** (December 13-15, 2013) in the amount of Thirteen Thousand Five Hundred and Forty Dollars ($13,540); Spiva Center for the Art's **PhotoSpiva** (March 9-May 4, 2014) in the amount of Fourteen Thousand Eight Hundred and Sixty Dollars ($14,860); **Joplin Memorial Run** (May 10, 2014) in the amount of Twenty Thousand Dollars ($20,000); Rufus Racing's **Summer Roundup Triathlon Weekend** (June 28 & 29, 2014) in the amount of Twelve Thousand Five Hundred Dollars ($12,500); Wildcat Glades Conservation & Audubon Center, **Shoal Creek Water Festival** (August 10, 2014) in the amount of Ten Thousand and Twenty Dollars ($10,020); **Joplin Disc Golf Club** (September 26-28, 2014) in the amount of Nine Thousand Five Hundred Dollars ($9,500); **Salvation Army Chicago Staff Band** (October 18, 2014) in the amount of Ten Thousand Dollars ($10,000); and **MSSU Homecoming Celebration** (October 20-25, 2014) in

the amount of Nine Thousand Five Hundred and Eighty Dollars ($9,580); for utilization of FY2013 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

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

I hereby certify that a sufficient amount is available in the CVB Fund, Account No. 105-4080-560-7505, to pay the grant amounts awarded.

Leslie Haase, Director of Finance

SECOND
&
THIRD
READING

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 3, 2013

Item: COUNCIL BILL NO. 2013-294
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm Date: 8/23/2013
City Attorney: Brian Head Date: 8-26-13
City Manager: R. Mark Rohr Date: 8-26-13
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 054-13: Southeast corner of 7th Street and Pennsylvania Avenue – A request to rezone from District R-3 (Apartment House), C-3 (Commercial), and M-2 (Heavy Industrial) to District C-2 (Central Business District) for future commercial development – Lt. James Curry, The Salvation Army.

STAFF SUMMARY:
The proposed rezoning will allow for the development of a new commercial project at the southeast corner of 7th and Pennsylvania. The C-2 zoning will allow the development to be built to the property line to help expand the pedestrian-friendly streetscape to the east of Downtown. There are no parking requirements for C-2 zoning districts, but parking for the development will be provided on M-2 zoned property to the east of the site. It is anticipated that the project's location near Downtown and along a trolley route will encourage more multi-modal trips, resulting in the need for fewer parking spaces.

Staff recommends approval of Case 054-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Jessica Struckhoff, Paragon Architecture, and Lt. James Curry appeared representing The Salvation Army. Ms. Struckhoff requested rezoning the referenced property in Case 054-13 to District C-2 in order to allow The Salvation Army to build a new thrift store on that location. The C-2 zoning will decrease their set-backs, obviously giving them more retail space in their building. They believe that this is a good move that aligns with the current development of downtown Joplin as it expands down Seventh Street east from Main Street.

PUBLIC COMMENT: None.

Z&P Meeting: August 12, 2013
City Council Meeting: September 3, 2013

STAFF PLANNING REPORT
Rezoning

CASE 054-13:

A request to rezone from Districts R-3 (Apartment House), C-3 (Commercial), and M-2 (Heavy Industrial) to District C-2 (Central Business District) for future commercial development.

APPLICANT: Lt. James Curry, The Salvation Army

LOCATION: Southeast corner of 7th and Pennsylvania Avenue

REQUESTED ZONING: C-2 (Central Business District)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-3 (Apartment House), C-3 (Commercial), M-2 (Heavy Industrial)	Vacant (former automobile sales property)	19,500 ft² / 0.45 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-2	M-2	R-3	M-2
Land Use	Industrial	Parking lot	Single-Family	Vacant lot

FUTURE LAND USE:

This site is recommended for retail/commercial in the 2012 Future Land Use Map.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
7th Street	Major Arterial	85'
Pennsylvania Avenue	Collector	60'

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning will allow for the development of a new commercial project at the southeast corner of 7th and Pennsylvania. The C-2 zoning will allow the development to be built to the property line to help expand the pedestrian-friendly streetscape to the east of Downtown. There are no parking requirements for C-2 zoning districts, but parking for the development will be provided on M-2 zoned property to the east of the site. It is anticipated that the project's location near Downtown and along a trolley route will encourage more multi-modal trips, resulting in the need for fewer parking spaces.

Staff recommends approval of Case 054-13.

ENCLOSURES: None

REZONING APPLICATION FORM

RECEIVED 5-26-13

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.: 054-13
Filing Fee: $ 350.00
Date Advertised: 7-28-13
Date Notices Sent 7-29-13
Public Hearing Date: 8-12-13

APPLICANT: LT. JAMES CURRY PHONE: 417-624-4528
ADDRESS: 320 E. 8TH ST., JOPLIN, MO ZIP: 64801
OWNER: PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 302 E. 7TH
LEGAL DESCRIPTION: SEE ATTACHED SURVEY, TRACTS 2, 3, AND 5

Present Zoning M2, C3, AND R3 Requested Zoning: C-2 Acreage: 0.45
Present Use of Property: RETAIL - CAR SALES

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	AUTOMOBILE REPAIR & SUPPLY	M-2
South	RESIDENTIAL	R-3
East	RETAIL - CAR SALES	M-2
West	RETAIL	M-2

CHARACTER OF THE NEIGHBORHOOD: COMMERCIAL AND RETAIL INTERSPERCED WITH RESIDENTIAL

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: THREE TRACTS, ALL WITH DIFFERENT ZONING CURRENTLY. TRACTS NEED TO BE UNIFIED.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: S. PENNSYLVAMA AVE., E. HWY 66
2. Classification of Street(s):
   Arterial E. HWY 7TH Collector S. PENNSYLVANIA AVE. Local KENTUCKY, 8TH, 9TH
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO.

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 6/25/13

BY: JAMES CURRY

TITLE: CORPS OFFICER

PARAGON
ARCHITECTURE

430 S Glenstone Ave
Springfield MO 65802
paragonarchitecture.com
p 417.885.0002 f 417.868.0072

June 24, 2013

Joplin Planning, Zoning & Development Department
Joplin City Hall
602 S. Main St.
Joplin, Missouri 64801
Re: Rezoning Application- 302 E. 7th St.

To whom it may concern,

It is our intent to have the property located at 302 East 7th Street rezoned from its current zoning designation to the C2 group. The current property has three separate tracts that are all zoned as different zoning groups. This poses a problem for the development of the property as a whole. The current zoning for the tracts are: Tract 2- C3, Tract 3- R3, and Tract 5- M2.

The impact on the traffic that the change in zoning will create is negligible. The property is located along a major arterial road (E. 7th St.) and the unification of the property as C2 will fit with the traffic pattern and use pattern of the area.

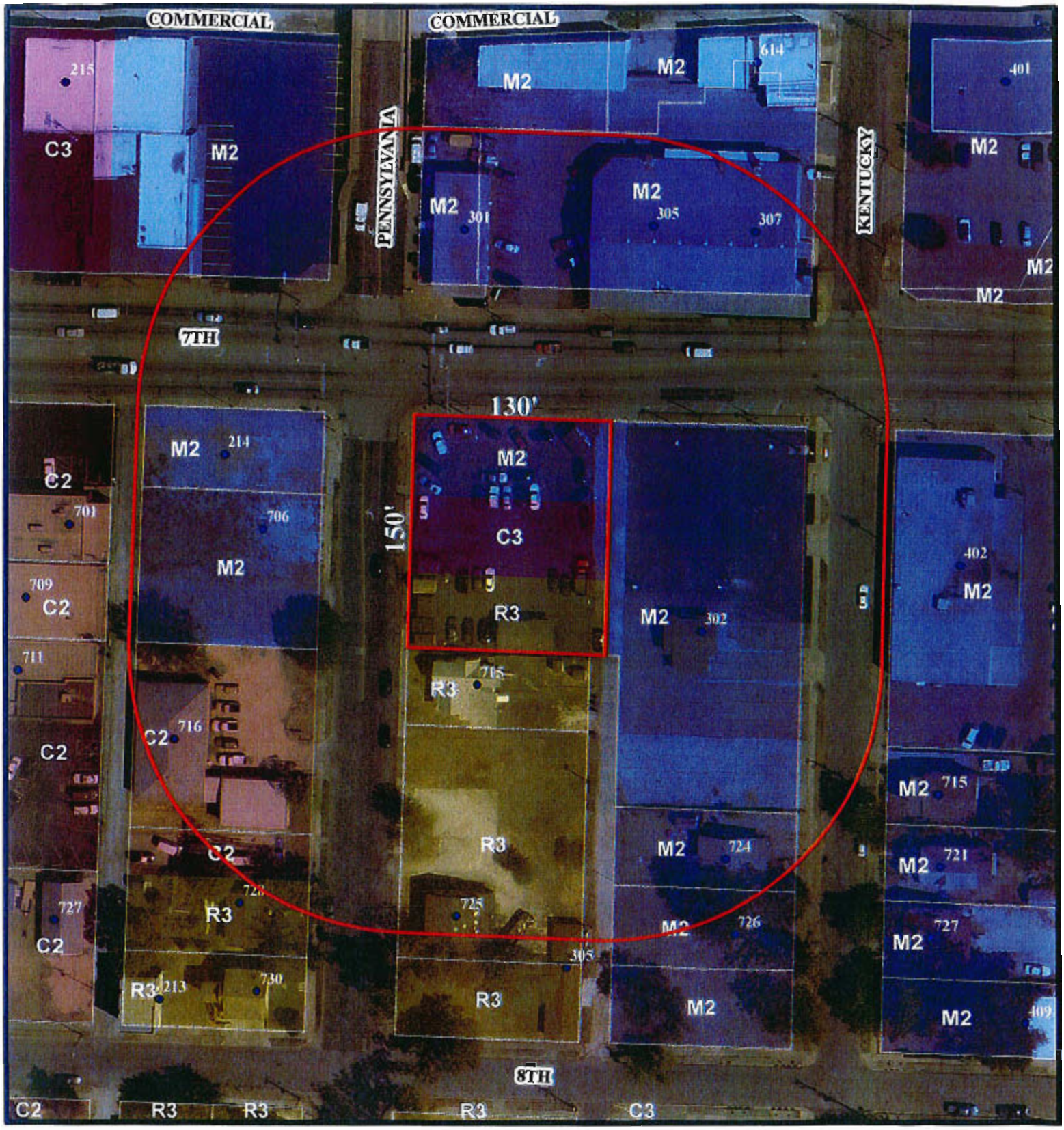
The development of this property will continue to build upon the nature and character of properties along East 7th street by closing the gap in commercial and retail based properties along East 7th street.

The benefits to the city of Joplin as a result of rezoning these tracts include the following:

- Unification of the retail corridor, providing inviting and orderly design
- Increased street presence of the property
- Focal points of the proposed project will tie-in to Downtown Joplin Main Street
- Reinforcing the character of Main Street through the proposed project design

Sincerely,

Paragon Architecture Inc.
Brad Erwin, AIA LEED-AP BD+C
President



Case 054-13: A request to rezone from Districts R-3 (Apartment House), C-3 (Commercial), and M-2 (Heavy Industrial) to District C-2 (Central Business District) for property located at the southeast corner of 7th and Pennsylvania for future commercial development. - Lt. James Curry



Case 054-13: Southeast corner of Seventh Street and Pennsylvania Avenue – A request to rezone from District R-3 (Apartment House), C-3 (Commercial), and M-2 (Heavy Industrial) to District C-2 (Central Business District) for future commercial development – Lt. James Curry, The Salvation Army.

Mr. Harrington opened the public hearing for Case 054-13.

Ms. Jessica Struckhoff, Paragon Architecture, 1300 South Main Street, Joplin, and Lt. James Curry appeared representing The Salvation Army. Ms. Struckhoff requested rezoning the referenced property in Case 054-13 to District C-2 in order to allow The Salvation Army to build a new thrift store on that location. The C-2 zoning will decrease their set-backs, obviously giving them more retail space in their building. They believe that this is a good move that aligns with the current development of downtown Joplin as it expands down Seventh Street east from Main Street.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 054-13.

MR. CORTEZ MOVED, SECONDED BY MR. EASTMAN, THAT CASE 054-13 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. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSENT).

P & Z Case 054-13
Lt. James Curry, The Salvation Army
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-294 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from Districts R-3, C-3, and M-2 and including in District C-2 property as described below and located at the southeast corner of Seventh Street and Pennsylvania Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from Districts R-3, C-3, and M-2 and including same in District C-2:

All of that part of the Northwest Quarter of the Northwest Quarter of Section 11, Township 27, Range 33, described as follows: beginning at a point where the South line of Seventh Street in the City of Joplin intersects the east line of Pennsylvania Avenue, running thence south 50 feet; thence East 120 feet; thence North 50 feet; thence West 120 feet to the place of beginning, being Miscellaneous Tract Numbered One (1) in Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, also all of the west one-half of vacated alley lying east of and adjoining said Miscellaneous Tract Numbered One (1), AND all that part of the Northwest Quarter of the Northwest Quarter of Section 11, Township 27, Range 33, described as follows: beginning at a point on the east line of Pennsylvania Avenue in the City of Joplin, 50 feet south of the south line of Seventh Street (formerly Eighth Street), running thence south 50 feet on said east line of Pennsylvania Avenue, thence east 120 feet, thence north 50 feet, thence west 120 feet to the point of beginning, the same being Miscellaneous Tract Numbered Two (2) in Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, also all of the west one-half of the vacated alley lying east of and adjoining said Miscellaneous Tract Numbered Two (2), AND all of Miscellaneous Tract Numbered Three (3) in Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being further described as follows: beginning 100 feet south of the southeast corner of Seventh Street and Pennsylvania Avenue, thence south 50 feet, thence east 120 feet, thence north 50 feet, thence west 120 feet to the point of beginning, also all of the west one-half of vacated alley lying east of and adjoining said Miscellaneous Tract Numbered Three (3).

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

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

UNFINISHED BUSINESS

AMENDED 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.

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; five (5) former Mayors and four (4) citizens at-large, who shall be 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.

Section 2. That there shall be chosen by the Mayor 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