INFORMAL AGENDA

Aug 6, 2012

5:15 p.m.

1. Request to move September 17, 2012 City Council Meeting due to conflict with MML schedule
2. Discussion of CDBG and HOME program amendments - Troy Bolander
3. Plans for the new pool will be presented – Chris Cotten
4. Any other business

COUNCIL AGENDA

August 6, 2012

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		Dr. Benjamin D. Rosenberg
(Mayor ProTem)		Michael Seibert
Jack Golden		
Trisha A. Raney		

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

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**
   Public Hearing Procedures

   COUNCIL BILL NO. 2012-302 - 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-PD property as described below and located at 2605 East 20th Street in the City of Joplin, Jasper County, Missouri. (Requested by Ness Properties. Planning and Zoning recommended approval).

8. **Consent Agenda**
   1. Minutes of the July 16, 2012 Council Meeting

   2. COUNCIL BILL NO. 2012-301 - AN ORDINANCE adopting the 2012 City of Joplin Comprehensive Plan and all subsequent amendments thereto.

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.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2012-146 - AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 2528 Quincy in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred Forty Nine and 00/100 Dollars ($ 2,149.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

2. COUNCIL BILL NO. 2012-615- AN ORDINANCE approving the Right of Access Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the Rotary Club of Joplin and Joplin Daybreak Rotary Club, for the construction and use of a sports field for specials needs children at the Athletic Complex on real estate located generally at 3301 W. 1st Street; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Set the date for the public hearing on the 2012 property tax levy for August 20, 2012.

2. Set the date for the public hearing on the FY 2012-13 proposed budget for August 20,2012.

Notice posted at 4:30 p.m. on this the 2nd day of August, 2012. (RSMo 610.020)

INFORMAL NOTES

July 16, 2012

Jennifer Fagan with Allied Waste Services of Galena will address council regarding information and pricing for a curbside recycling program for Joplin residents.	Jennifer Fagan with Allied Waste presented curbside recycling to council. There would be an additional cost to customers if curbside were to be implemented. Household waste not involved, pickup would be once a week. Everyone would receive a cart for recycling (green). Recycling would include – newspapers, magazines, cardboard, brown paper bags, office and school papers, aluminum cans, plastic milk jugs, plastic bottles, phone books, junk mail & envelopes. You cannot recycle plastic bags, glass jars and bottles, food waste, pizza boxes, egg cartons, ice cream cartons, paper waxy/ milk cartons, aluminum foil, plastic cups & silverware, aerosol cans, garbage, and juice boxes/bags. Some members wanted to let the citizens decide. Council agreed to wait on curbside recycling right now.
Boards/Commissions appointments/reappointments	Council made the following appointments-reappointments to Boards and Commissions: **NEW APPOINTMENTS**: **BD. of APPEALS:** James Herron **CVB:** Kelly Maddy; Cheryl Fields **PARKS & REC:** Harvey Hutchinson **PERSONNEL:** Matt Paige **REAPPOINTMENT:** **LIBRARY BD:** Dot Willcoxon

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES July 16, 2012

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 - Motion by Dr. Rosenberg, Second by Mr. Glaze to excuse Ms. Raney.
Motion carried 7-2 with Mr. Scearce and Shaw voting no.

INVOCATION - read by City Attorney, Brian Head

FLAG SALUTE – led by Mr. Woolston

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS - Capital Improvement & Public Safety Sales Tax Oversight Committee Semi-Annual Report given by Chairman Doug Doll.

CITIZEN REQUESTS AND PETITIONS - Motion by Mr. Glaze, Second by Mr. Scearce, to allow citizen petitions to be heard at this time.

Maurice Filson, 824 Vermont Avenue, Joplin, requested to address council regarding Electro Magnetic Pulse.

Larry D. Austin, 2944 McClelland Blvd., Joplin, requested to address council regarding saving the painted tree on 20th Street by the railroad tracks.

Raymond Keith Gailey, M.D., 4029 Missouri Avenue, Joplin, requested to address council regarding excessive tree trimming by Empire.

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 2003 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

ACTION

Public Hearing for Council Bill No. 2012-301

Mayor Colbert-Kean opened the Public Hearing

Those appearing in favor of this Council Bill were:

Scott Miche, appeared in favor of this request.

Mr. Bill Pate, 111 S. Sergeant, stated that he wasn't in opposition to this request but had some concerns talking about public and private money.

The Public Hearing was closed.

Mr. Golden introduced Council Bill 2012-301. Motion by Mr. Golden, Second by Mr. Glaze to Place Council Bill No. 2012-301 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

The Council Bill was read as being Council Bill No. 2012-301

AN ORDINANCE adopting the 2012 City of Joplin Comprehensive Plan and all subsequent amendments thereto. Motion by Mr. Golden, Second by Mr. Glaze to Place Council Bill No. 2012-301 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

CONSENT AGENDA APPROVED
Motion by Mr. Shaw, Second by Mr. Scearce, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

Minutes of the July 2, 2012 Council Meeting

COUNCIL BILL NO. 2012-295 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at 2540 West 32nd Street, in Newton County, Missouri. Ordinance No. 2012-112

COUNCIL BILL NO. 2012-296 - 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 R-2 property as described below and located at 2509 and 2519 South Annie Baxter Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2012-113

COUNCIL BILL NO. 2012-297- 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 R-2 property as described below and located at 1004 West 26th Street in the City of Joplin, Jasper County, Missouri. Ordinance No. 2012-114

COUNCIL BILL NO. 2012-299 - AN ORDINANCE designating the name "Mercy Way" for a new street dedication in an area lying south of Interstate 44, north of 50th Street, east of Main Street, and west of Indiana Avenue in the City of Joplin, Newton County, Missouri. Ordinance No. 2012-115

COUNCIL BILL NO. 2012-300 -AN ORDINANCE designating the name "Wildwood Ranch Parkway" for a new street dedication in an area lying north of 32nd Street and west of Central City Road in the City of Joplin, Jasper County, Missouri. Ordinance No. 2012-116

RESOLUTIONS

Mr. Shaw introduced Resolution No.2012-020. Motion by Mr. Shaw, Second by Mr. Golden to Approve Resolution No. 2012-020. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

The Resolution was read as being RESOLUTION NO. 2012-020

A RESOLUTION authorizing the City Manager to submit a resolution of support and application to the the U.S. Economic Development Administration (EDA) for disaster assistance to help in the economic recovery resulting from an EF-5 tornado that occurred on May 22nd, 2011.

Mr. Shaw introduced Resolution No.2012-021. Motion by Mr. Shaw, Second by Mr. Glaze to Approve Resolution No. 2012-021. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

The Resolution was read as being RESOLUTION NO. 2012-021

A RESOLUTION authorizing the filing of an Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Mr. Golden introduced Resolution No.2012-022. Motion by Mr. Golden, Second by Mr. Seibert to Approve Resolution No. 2012-022. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

The Resolution was read as being RESOLUTION NO. 2012-022

A RESOLUTION authorizing and directing the City Attorney, City Manager, and Joplin Redevelopment Corporation Board of Directors, to enter into good faith negotiations with Wallace Bajjali to negotiate a final Development Agreement for the provision of the Services for the Joplin Redevelopment Corporation and the City and to bring back such negotiated.

ORDINANCES-EMERGENCIES

Mr. Scearce introduced Council Bill No. 2012-010. Motion by Mr. Scearce, Second by Mr. Golden to Adopt Council Bill No. 2012-010. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-117

AN ORDINANCE amending Section 58-1, Bonfires and outdoor rubbish fires., of the Joplin City Code, regulating open burning on properties of various sizes; and, containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-140 - Motion by Mr. Shaw, Second by Mr. Glaze to Adopt Council Bill No. 2012-140. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.
The Council Bill was declared Adopted and entitled Ordinance No. 2012-118

AN ORDINANCE approving the contract by and between the City of Joplin and Big Johns for the demolition of the structure(s) and clearing of lot area located at 1404 E. North St. in the City of Joplin, Missouri, for the amount of Two Thousand Five Hundred and 00/100 Dollars ($ 2,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2012-141 - Motion by Mr. Golden, Second by Mr. Scearce to Adopt Council Bill No. 2012-141. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-119

AN ORDINANCE approving a Predevelopment Agreement by and between the City of Joplin and Wallace Bajjali and the Joplin Redevelopment Corporation, for Master Development Services to help Joplin recover from the EF-5 tornado that occurred May 22, 2011; 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. 2012-142 - Motion by Mr. Shaw, Second by Mr. Glaze to Adopt Council Bill No. 2012-142. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-120

AN ORDINANCE approving the purchase of a permanent storm water easement from 3406 W 23rd Street, consisting of all of Part of Lots Numbered Sixty-two (62) and Sixty-three (63) in D.O.Witmer's Subdivision, a subdivision in the Village of Iron Gates, now a part of the City of Joplin, Jasper County, Missouri according to the recorded plat thereof and authorizing the payment of Eight Hundred and 00/100 dollars (800.00) and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2012-143 - Motion by Mr. Glaze, Second by Mr. Seibert to Adopt Council Bill No. 2012-143. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-121

AN ORDINANCE approving an Air Traffic Control Tower Operating Assistance Grant Agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for the Joplin Regional Airport, and authorizing the Director of Public Works to execute said agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause

Mr. Golden introduced Council Bill No. 2012-144 - Motion by Mr. Golden, Second by Mr. Scearce to Adopt Council Bill No. 2012-144. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-122

AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and Allgeier, Martin & Associates, Inc. to provide engineering services for the Turkey Creek WWTP and Lone Elm Sewer Improvements Project, not to exceed Five Hundred Sixty Eight Thousand and No/100 Dollars ($568,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2012-143 - Motion by Mr. Glaze, Second by Mr. Seibert to Adopt Council Bill No. 2012-143. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-121

COUNCIL BILL NO. 2012-509 - AN ORDINANCE approving an Agreement by and between the City of Joplin and Newton County, Missouri to provide for the collection of City of Joplin real property taxes through the County real estate property tax bills; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, Second by Mr. Seibert to Adopt Council Bill No. 2012-509. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney. Ordinance No. 2012-123

ORDINANCES – FIRST READING

ORDINANCES – SECOND READING

Dr. Rosenberg introduced Council Bill No. 2012-294. Motion by Dr. Rosenberg, Second by Mr. Scearce Pass Amended Council Bill No. 2012-294 on Second Reading and Advance to third Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-124

AMENDED COUNCIL BILL NO. 2012-294 - 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 both C-1 PD and C-2 PD property as described below and located at the northeast corner of 44th Street and Connecticut Avenue in the City of Joplin, Newton County, Missouri.

ORDINANCES - THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS - Motion by Mr. Scearce, Second by Mr. Glaze to make the following appointments and reappointments to Boards and Commissions: Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Raney.

New Appointments:

BD. of APPEALS	James Herron
CVB	Kelly Maddy; Cheryl Fields
PARKS & REC	Harvey Hutchinson
PERSONNEL	Matt Paige

Reappointment:

LIBRARY BD	Dot Willcoxon

Mayor Colbert-Kean reminded everyone of the Third Thursday this Thursday downtown and Mr. Rohr reminded everyone of the information meeting with Silver Creek at 7:00 pm Thursday.

There being no further business to come before the Council, the meeting was adjourned at 7:25p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara Hogelin, MMC/MPCC

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2012

Item: COUNCIL BILL NO. 2012-302
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 7/27/2012
City Attorney: Brian Head — Date: 7/31/12
City Manager: R. Mark Rohr — Date: 7-31-12
Board or Commission: Planning and Zoning Commission — Date: 7/9/2012

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

SUMMARY/REQUEST:
Case 065-12: 2605 East 20th Street – A request to rezone from District R-1 (Single Family Residential) to District C-1-PD (Neighborhood Commercial-Planned Development) for future office development – Ness Properties.

STAFF SUMMARY:
This property is suited for commercial use as noted in the newly adopted corridor standards for 20th Street.

The planned rezoning and development plans should not detrimentally affect nearby properties since the newly adopted corridor development standards are being applied to this request.

The proposed rezoning and site plan are consistent with development patterns and policies of the City of Joplin as identified in the newly adopted corridor development standards for 20th Street. Staff recommends approval.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Eastman wished to abstain from the discussion and vote on Case 065-12 as his real estate company is involved in the transaction.

Mr. Don Ness appeared representing Ness Properties and explained that his operation has outgrown their current space on Fourth Street, so he is looking at constructing a new building at 2605 East 20th Street. The building will be residential in nature and will contain 2,440 square feet. He has followed the design review guidelines of the City's Comprehensive Plan with regard to sidewalks, landscaping, irrigation system, sod, and pedestrian and vehicular guidelines.

Mr. Ness sent letters to all the neighbors inviting them to a meeting last Friday to address their concerns. Only one individual attended the meeting, with this person owning the property directly to the west. His home was destroyed by the tornado, and he was in favor of this project. He thought it fit well with the area and would be a good addition to that side of 20th Street. Another property owner directly across 20th Street expressed opposition to previous rezoning requests in the area but was in favor of this proposal.

Mr. Ness stated that the construction would be primarily masonry with some architectural panels. He discussed the use of Texas Limestone on the façade of the building being incorporated into some brick or metal paneling. This property will become his new home office.

PUBLIC COMMENT:
None.

Z&P Meeting: July 9, 2012
City Council Meeting: August 6, 2012

STAFF PLANNING REPORT

CASE 065-12:

Petition the Council to rezone from District R-1 (Single-Family Residential) to District C-1-PD (Neighborhood Commercial – Planned Development) for a future office development.

APPLICANT:

Ness Properties

LOCATION:

2605 East 20th Street

PRESENT ZONING:

R-1 (Single-Family Residential)

REQUESTED ZONING:

C-1-PD (Neighborhood Commercial – Planned Development)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 105' x 155' (16,275 square feet or 0.37 acres)

FLOOD PLAIN

Zone X

SITE	LAND USE	EXISTING ZONING
NORTH	Single-Family home	R-1
SOUTH	Single-Family home	R-1
EAST	Single-Family home	R-1
WEST	Single-Family home	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

20th Street

CLASSIFICATION OF STREET(S)

20th Street – Arterial

RIGHT-OF-WAY WIDTH

20th Street – 80 feet

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES:

The property will need utilities.

CONSISTENT WITH FUTURE LAND USE MAP?

Yes.

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 suited for commercial use as noted in the newly adopted corridor standards for 20th Street.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties since the newly adopted corridor development standards are being applied to this request.

DISCUSSION

The proposed rezoning and site plan are consistent with development patterns and policies of the City of Joplin as identified in the newly adopted corridor development standards for 20th Street.

Staff recommends approval.

RECEIVED
6-1-12

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

For Office Use Only
Case No.: 06-5-12
Filing Fee:
Date Advertised: 6-24-12
Date Notices Sent: 6-21-12
Public Hearing Date:

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

APPLICANT: NESS PROPERTIES PHONE: 417-625-1970
ADDRESS: 12490 STATE HWY 43 WEBB CITY ZIP: 64870
OWNER: JOHN C. TAGGART & CONSTANCE E. TAGGART PHONE:
ADDRESS: 2605 E. 20th ST. ZIP: 64804
LOCATION OF PROPERTY: 2605 E. 20th ST. JOPLIN MO.
LEGAL DESCRIPTION: SE CORNER PARCEL 42 M-12 N 170' W 105' S 170' E TO BEG EXS 10' FOR ST.

Present Zoning: R-1 Requested Zoning: C-1 PD Acreage: .39
Present Use of Property: CLEARED LOT - HOUSE DESTROYED BY TORNADO

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	CLEARED LOT	R-1
South	20th STREET	
East	CLEARED LOT	R-1
West	CLEARED LOT	R-1

CHARACTER OF THE NEIGHBORHOOD: COMMERCIAL / RESIDENTIAL ALONG 20th STREET.

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: NO

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 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.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20th STREET
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 80'-0"
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

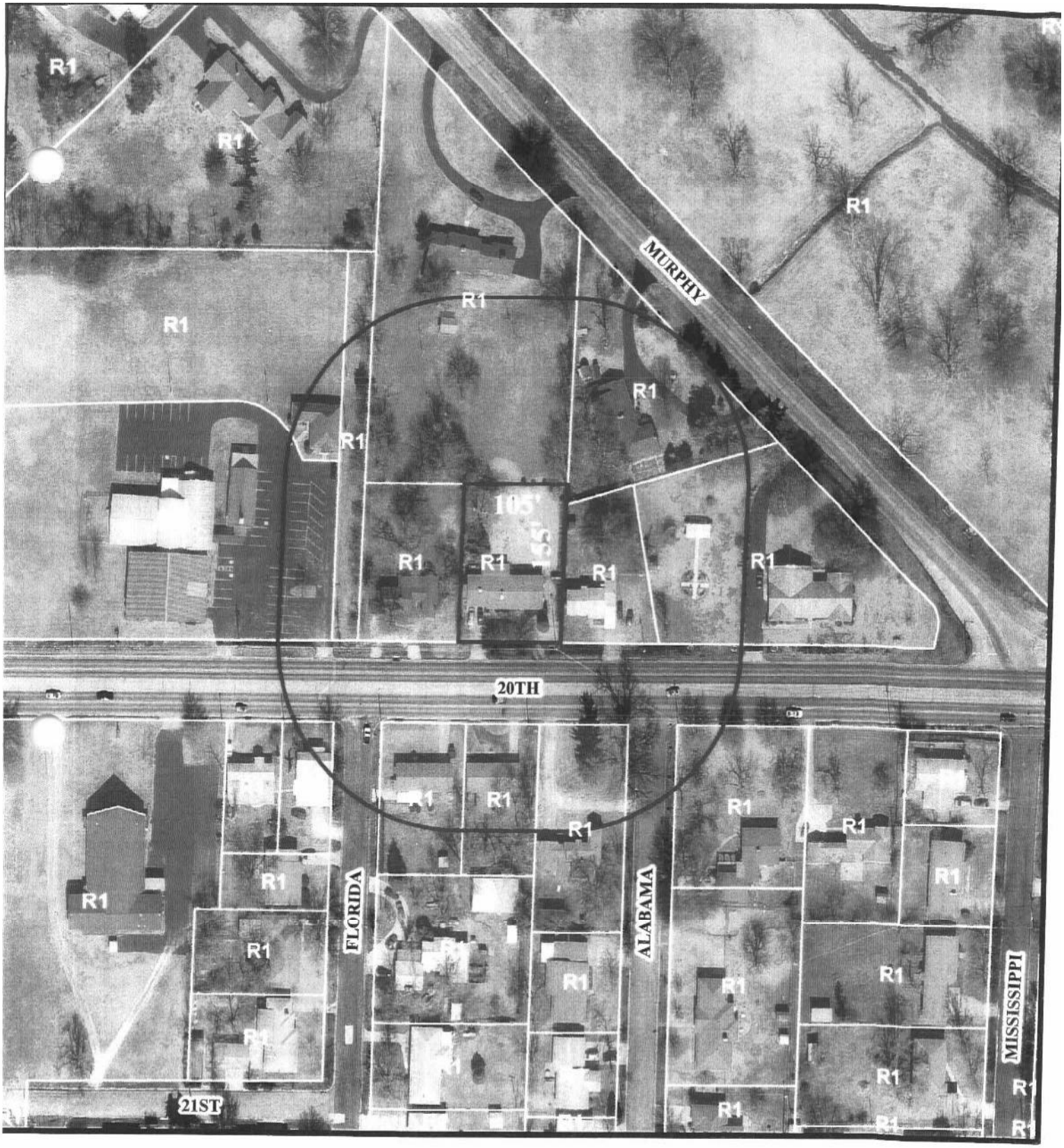
IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR: No

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
SALE OF PROPERTY TO NEBS PROPERTIES CONTINGENT ON ZONING APPROVAL.

SIGNATURE: [signature] DATE: 7. 9. 2012
BY: DONALD P. NEBS
TITLE: V.P. - OWNER.

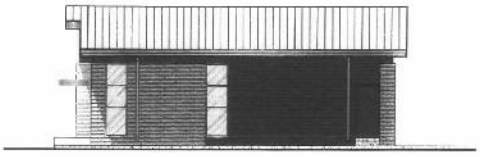
(Note: By signing this application you are signifying that you are either the legal owner of the subject property or are a legal representative of the owner or owners of the subject property.)



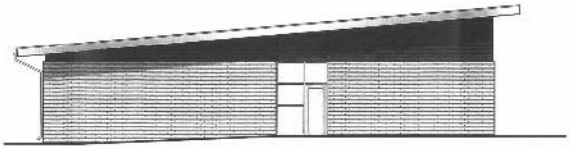
Case 065-12: A request to rezone from District R-1 (Single-Family Residential) to District C-1-PD (Neighborhood Commercial - Planned Development) the property commonly kn n as 2605 East 20th Street, for future office development- Ness Properties

N

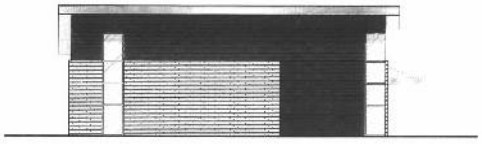
ness
designoup
architects
1821 E. 4th Street
Joplin, MO 64801
Ph. 417-625-1970



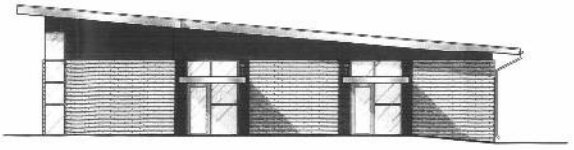
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION

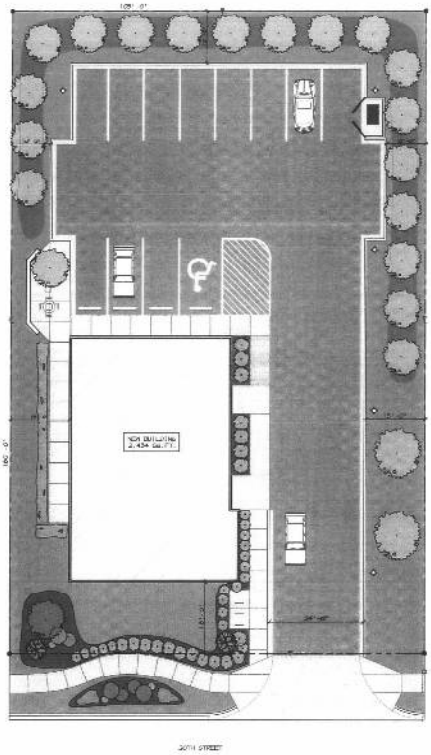


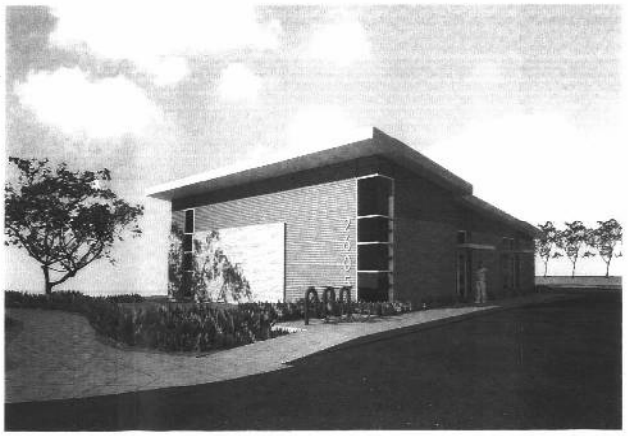
EAST ELEVATION

ELEVATIONS

3/16" = 10'-0"

NOTE:
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DESIGNOUP ARCHITECTS AND ARE NOT TO BE USED
FOR ANY WORK OTHER THAN THE SPECIFIC PROJECT
FOR WHICH THEY WERE PREPARED. ANY UNAUTHORIZED
USE, WITHOUT THE WRITTEN APPROVAL OF NESS
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ness
designoup
architects

1821 E. 4th Street
Joplin, MO 64801
PH. 417-625-1010

SITE PLAN 1

1" = 10'-0"

NOTICE:
ALL DRAWINGS, SPECIFICATIONS AND DESIGNS INCLUDED HEREIN ARE THE PROPERTY OF NESS DESIGN GROUP ARCHITECTS, AND MAY NOT BE USED, COPIED OR OTHERWISE REPRODUCED WITHOUT THE EXPRESS WRITTEN CONSENT OF NESS DESIGN GROUP ARCHITECTS. ALL DESIGNS, NESS DESIGN GROUP ARCHITECTS IS PROTECTED BY COPYRIGHT AND INTELLECTUAL PROPERTY LAWS.
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Case 065-12: 2605 East 20th Street – A request to rezone from District R-1 (Single Family Residential) to District C-1-PD (Neighborhood Commercial-Planned Development) for future office development – Ness Properties.

Mr. Eastman wished to abstain from the discussion and vote on Case 065-12 as his real estate company is involved in the transaction. He left the dais at this point.

Mr. Anderson opened the public hearing for Case 065-12.

Mr. Don Ness appeared representing Ness Properties, 1821 East Fourth Street, Joplin, phone number 417-625-1970. He explained that his operation has outgrown their current space on Fourth Street, so he is looking at constructing a new building at 2605 East 20th Street. The building will be residential in nature and will contain 2,440 square feet. He has followed the design review guidelines of the City's Comprehensive Plan with regard to sidewalks, landscaping, irrigation system, sod, and pedestrian and vehicular guidelines.

Mr. Ness sent letters to all the neighbors inviting them to a meeting last Friday to address their concerns. Only one individual attended the meeting, with this person owning the property directly to the west. His home was destroyed by the tornado, and he was in favor of this project. He thought it fit well with the area and would be a good addition to that side of 20th Street. Another property owner directly across 20th Street expressed opposition to previous rezoning requests in the area but was in favor of this proposal.

Mr. Ness stated that the construction would be primarily masonry with some architectural panels. He discussed the use of Texas Limestone on the façade of the building being incorporated into some brick or metal paneling. This property will become his new home office.

Mr. Anderson asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 065-12.

MR. HARRINGTON MOVED, SECONDED BY MR. LANDRITH, THAT CASE 065-12 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. ANDERSON, MR. DUNCAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; WITH MR. EASTMAN ABSTAINING; AND WITH MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 1 ABSTENTION, AND 1 ABSENT).

Mr. Eastman returned to the dais at this time.

P & Z Case 065-12
Ness Properties
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-302 **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 District R-1 and including in District C-1-PD property as described below and located at 2605 East 20th 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. 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 District R-1 and including same in District C-1-PD:

All of the East 105 feet of the South 170 feet of parcel Numbered Forty-two (42) of Miscellaneous Tract Numbered Twelve (12) in Section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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 _____, 2012.

ATTEST: Melodee Colbert-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2012

Item: COUNCIL BILL NO. 2012-146
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2012- 146
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Tim Nyander TN	Date: 7/27/2012
Department Head: David Hertzberg DRH	Date: 7/30/2012
Finance Department: Leslie Jones LJ	Date: 7.31.12
City Attorney: Brian Head BH	Date: 7/31/12
City Manager: R. Mark Rohr RMR	Date: 7-31-12

Recommended Action: Approval of Contract with B & D Yardbuilders to remove the structures and any remaining debris including foundation and footings located at 2528 Quincy

Summary: The above listed address was "tagged" as a dangerous building on April 14, 2011. The structure was determined to be dangerous under sub sections of Dangerous Building Code (Section 26-612, Joplin City Code). July 20, 2012 an advertisement for bids began in the Joplin Globe with bids being received on July 25, 2012. At that time bids were received as follows:

B & D Yard builders	**$ 2,149.00**
Big John's	$ 2,740.00
Lynn Rowe	$ 2,845.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Staff recommends that the demolition contract be awarded to B & D Yardbuilders.

COUNCIL BILL NO. 2012 – 146 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 2528 Quincy in the City of Joplin, Missouri, for the amount of Two Thousand One Hundred Forty Nine and 00/100 Dollars ($ 2,149.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B & D Yardbuilders in the amount of Two Thousand One Hundred Forty Nine and 00/100 Dollars ($ 2,149.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2528 Quincy.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 2528 Quincy and legally described as:

ALL OF LOTS NUMBERED TWO HUNDERED NINTEEN (219) AND TWO HUNDRED TWENTY (220) IN ROYAL HEIGHTS ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3: That the City of Joplin declares that this ordinance relating to the immediate preservation of public health and welfare special is an emergency within the meaning of Section 2.12 (1) 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.

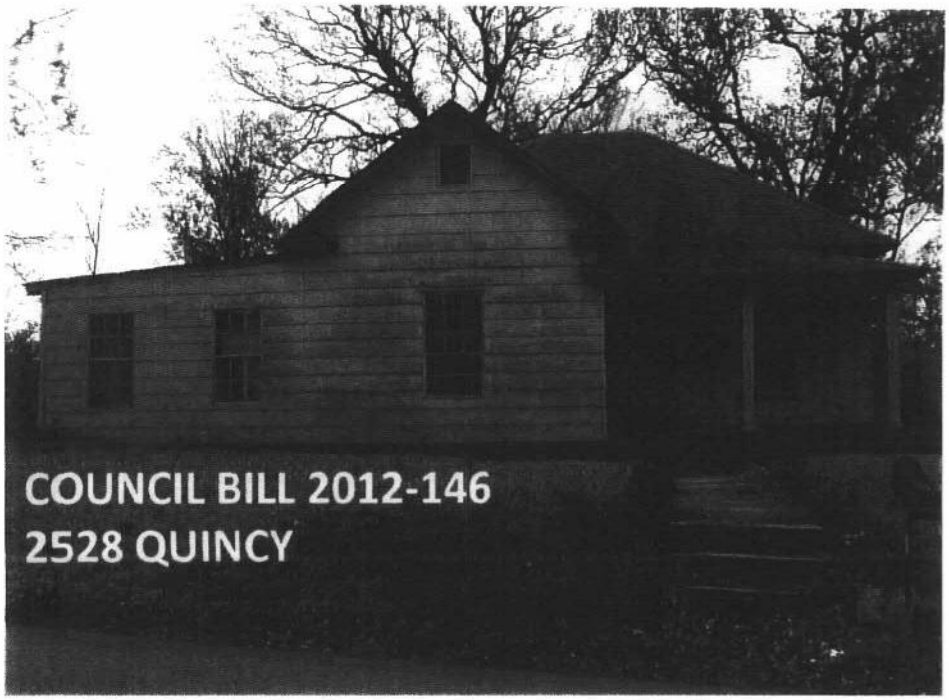
Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2012, by a _____ vote.

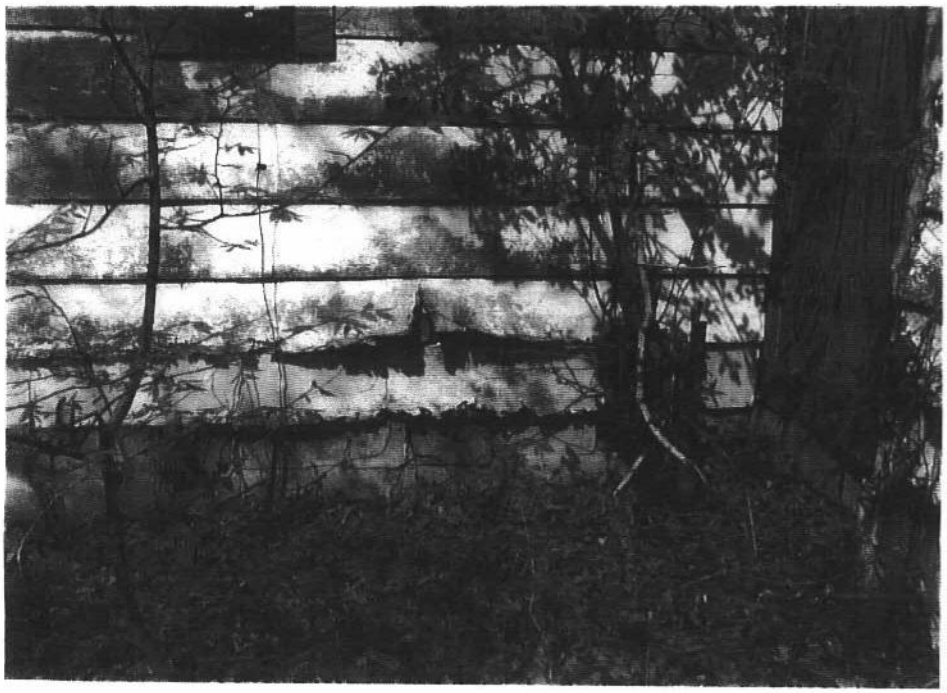
ATTEST: Melodee Colbert Kean - Mayor

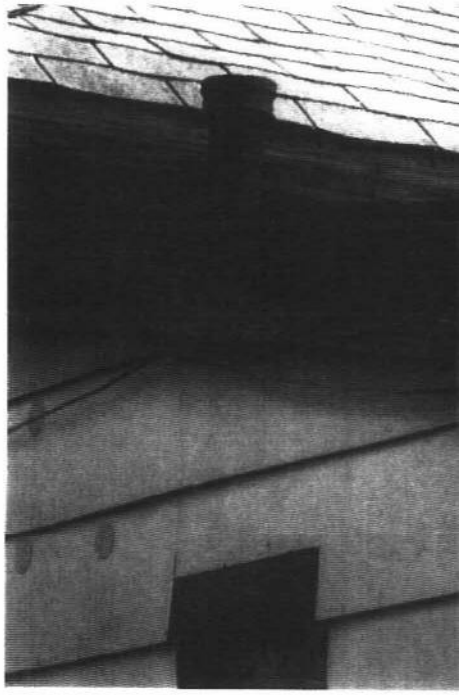
Barbara Hogelin – City Clerk

APPROVED AS TO FORM:_____
Brian W. Head - City Attorney


COUNCIL BILL 2012-146
2528 QUINCY







DEMOLITION BID

BID# 2154 DESCRIPTION: 2528 QUINCY ST. DEPARTMENT: BUILDING REGULATIONS

BID OPENING DATE: 7/25/2012 OPENDED: 10:00 A.M. 7/25/2012

OPENED BY: JEFF OLIVER WITNESSED BY: KIM NEWHOUSE APPROVED BY:

DATE RECEIVED	VENDOR NAME:	PHONE#	CONTACT NAME:	AMOUNT OF BID:
7/25/2012	LYNN ROWE	417-439-5991	LYNN ROWE	$2,845.00
7/25/2012	BIG JOHN'S	417-437-0285	SID DAVIS	$2,740.00
7/25/2012	B & D YARD BUILDERS	417-437-7506	DENNIS NEELY	$2,149.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: August 6, 2012
Council Bill No. 2012-615
Item: Agreement for Construction of a Special Needs Baseball Field
Originating Department: Joplin Parks and Recreation Department

Attachments: 1) Agreement
2) Council Bill No. 2012-615

Parks and Recreation: Chris Cotten	Date: 7/30/12
Risk Management Director: Reba Snavely	Date: 8/1/12
Finance Department: Leslie Jones	Date: 8-1-12
City Attorney: Brian Head	Date: 7/30/12
City Manager: Mark Rohr	Date: 7/30/12

Recommended Action: To enter into a Right of Access and Construction Agreement with the Rotary Club of Joplin for the purpose of building an ADA accessible baseball field for children with special needs to be constructed next to Wendell Redden Stadium at the Joplin Athletic Complex.

Background: On January 24, 2012 a special park board meeting was called in order for the Rotary Club of Joplin to request approval to work with a contractor to build a special needs accessible baseball field at the Joplin Athletic Complex. This request was approved by the Park Board contingent on City Council approval.

Discussion:
The Rotary Club of Joplin will pay for the complete construction of this field; there will be no upfront cost to the city. The Parks and Recreation Department will be required to maintain the field. Due to the nature of the playing field itself, it will be low maintenance, requiring annual power washing and normal maintenance that revolves around a baseball field before and after events. Also included in the project will be an ADA accessible playground. The city will be required to pay for half the cost of resurfacing the rubberized playing surface every ten years.

It is important the children with special needs feel included and not isolated from children that do not have special needs. Allowing the Rotary Club of Joplin to build a field of this caliber in our main athletic complex, at no upfront cost to the city, is a positive move.

Recommendation: Staff recommends the approval of this agreement

COUNCIL BILL NO. 2012-615 ORDINANCE NO.

AN ORDINANCE approving the Right of Access Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the Rotary Club of Joplin and Joplin Daybreak Rotary Club, for the construction and use of a sports field for specials needs children at the Athletic Complex on real estate located generally at 3301 W. 1st Street; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Right of Access Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Rotary Club of Joplin and Joplin Daybreak Rotary Club for the construction and use of a sports field for specials needs children at the Athletic Complex on real estate located generally at 3301 W. 1st Street, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Right of Access Agreement and other documents necessary to complete the transaction by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing generally with the preservation of public peace, health, and safety, is an emergency within the meaning of Section 2.12(1) and 2.12(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 _____, 2012, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

RIGHT OF ACCESS AND CONSTRUCTION AGREEMENT

This Right of Access and Construction Agreement ("Agreement") entered into by and between City of Joplin, Missouri, a constitutional charter city organized under the laws and statutes of the State of Missouri ("City" or "Property Owner" or "Grantor") and the Rotary Club of Joplin and Joplin Daybreak Rotary Club, both unincorporated associations ("Grantee"), on this _____ day of _____, 2012.

WHEREAS, the City of Joplin owns and operates the Joplin Athletic Complex generally located north and west of the Schifferdecker Municipal Golf Course in the City of Joplin Missouri;

WHEREAS, Grantee endeavors to build a baseball field and playground for children with special needs and would like to construct said improvements at a location in the Joplin Athletic Complex;

WHEREAS, the City is permitting Grantee the right to construct said improvements at the Joplin Athletic Complex with the express understanding between the parties that the improvements will become the property of the City of Joplin upon completion of the work, subject to the terms, covenants and conditions outlined in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

1. The City of Joplin hereby authorizes Grantee and its contractors, subcontractors or assigns to enter upon the property located at the Joplin Athletic Complex, as specifically identified on the aerial map attached hereto and incorporated herein by reference as Exhibit A. City and Grantee will coordinate with each other to determine the precise location for the improvements and will mark the boundary lines with flags or other markers in order to designate the exact area for which this Agreement applies.

2. The City of Joplin grants Grantee the right to access the property described above (the "Property") for the purpose of constructing improvements that include a baseball field, playground, memorial and related improvements in accordance with the construction plans and illustrations attached hereto and incorporated herein by reference as Exhibit B.

3. Construction Plans. Grantee will submit architectural and building plans to the City for approval before construction begins. All construction shall be in accordance and compliance with the submitted plans. Any deviation from the plans must be approved in writing by the City. All finished construction shall be done in a good and workmanlike manner and completion of the construction shall be completed within one hundred eighty (180) days from the time work begins. All improvements, including all fixtures, shall become the property of the City Upon the completion of the construction of the improvements outlined in Exhibit B.

4. Permits and Licenses. Grantee shall obtain such state, county, and local, permits or licenses as are required for the construction of the improvements.

5. Liens. If any mechanics, laborers, materialmen's or any other lien shall at any time be filed against the leased premises as a result of Grantee's construction, Grantee shall, within thirty (30) days after such lien is made or filed, cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise. Notice is hereby given that the City shall not be liable for any labor or materials furnished to Grantee and no mechanics' or other liens shall attach to or affect the reversionary or other estate or interest of City in and to the property leased herein.

6. Prevailing Wage Project. This is a prevailing wage project and prevailing wage shall be paid to all contractors and subcontractors as required by law.

7. Maintenance and Use of Improvements. City shall provide any utility services that are required, including trash, and shall perform regular and routine maintenance at the property. City shall "power wash" the improvements and baseball field twice each year. It is anticipated that the field will need to be resurfaced approximately once every ten (10) years. The parties agree to equally split the cost of resurfacing the field the first two times that resurfacing is required. All subsequent resurfacing shall be the sole responsibility of the City. All maintenance and use of the field shall be in compliance with the warranty on the surface. Grantee is entitled to priority use of the improvements and shall submit to the City in October of each year a list of dates of use. The City Parks and Recreation Department operates on a fiscal year from November 1 through October 31 of the following year. If Grantee has an event that is not submitted to the City before the fiscal year, the Grantee shall give City reasonable notice of its event and the City will endeavor to schedule the event so as it is not in conflict with any other scheduled events.

8. Insurance. Grantee's contractor shall procure and maintain a Certificate of Insurance covering Worker's Compensation insurance from a responsible insurance company acceptable to City, and said insurance shall provide for the payment of compensation in accordance with the laws of the State of Missouri for all employees of the Grantee, its agents and contractors, and further insuring City against any and all liability for personal injury or death of such employees. Grantee shall, during the entire term of this Agreement, keep in full force and effect policies of public liability and property damage insurance with respect to the construction of improvements by Grantee, its agents and contractors, and Grantee's use of the Property, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 for personal injury and $50,000.00 for damage to property. The policy shall name City, any person, firms or corporations designated by City, and Grantee as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without

first giving the City ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to City and a copy of the policy or a Certificate of Insurance shall be delivered to City.

9. Indemnification of City. Grantee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be City, its agents or employees, or Grantee, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement or any construction work done hereunder or business or activities performed or conducted by Grantee after construction is complete, except that Grantee shall have no obligation of indemnification to the city or any other person or entity for personal injury, property damage or death caused by the negligence or intentional acts of the city or its agents, employees and assigns. Neither shall Grantee have no obligation of indemnification to the city or any other person or entity for personal injury, property damage or death resulting from incidents which take place when the property is being used by the city or any other person or entity other than Grantee, unless Grantee contributed to the negligence.

10. Damage or Destruction of Leased Premises. The City will maintain insurance on the improvements and in the event that the property is destroyed or damaged so as to be unfit for ordinary use, by fire, storm, explosion, earthquake or other casualty, the City will proceed to restore the premises within a reasonable time.

11. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Grantor as follows:

City of Joplin, Missouri
R. Mark Rohr, City Manager
602 S. Main Street
Joplin, Missouri 64801,

and to Grantee as follows:

Rotary Clubs of Joplin
Attn: President
c/o Bruce Secrist

2650 E. 32nd Street, Ste. 201
Joplin, Missouri 64804.

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

12. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

13. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

14. Heirs, Successors and Assigns. Each and every obligation contained in this Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

15. Contingent of City Council Approval. This Agreement is contingent on approval from the Joplin City Council.

16. Assignment. It is understood by the parties that a local Miracle Field or Miracle League Chapter will likely be organized at some point after the execution of this Agreement. Grantee shall have the right to assign this Agreement to that entity, or one that has a substantially similar purpose in promoting and serving children with special needs, on the condition that that entity agrees to be bound by the terms, covenants and conditions outlined in this Agreement. Upon assignment, Grantee shall be relieved from further obligations under this lease.

17. Right of Use. Grantee shall have a first right of use for the Property and shall submit its dates of use thirty (30) days prior to the beginning of the fiscal year as discussed above, to secure said dates for that year. For other use of the Property that is not reserved in accordance with the foregoing, Grantee shall endeavor to give the City as much notice as is possible to reserve the field for activities or events, but understands that there may be conflicts with other scheduled events.

18. Term. The term of this agreement shall be for a period of ten (10) full fiscal years, as the City uses, specified above, following the completion of construction. This Agreement shall automatically and continually renew for successive five (5) year terms thereafter unless terminated by Grantee or Grantor upon written notice to the other party, no less than thirty (30) days prior to the start of a new term.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first written above.

CITY OF JOPLIN

By: _____
R. Mark Rohr
City Manager

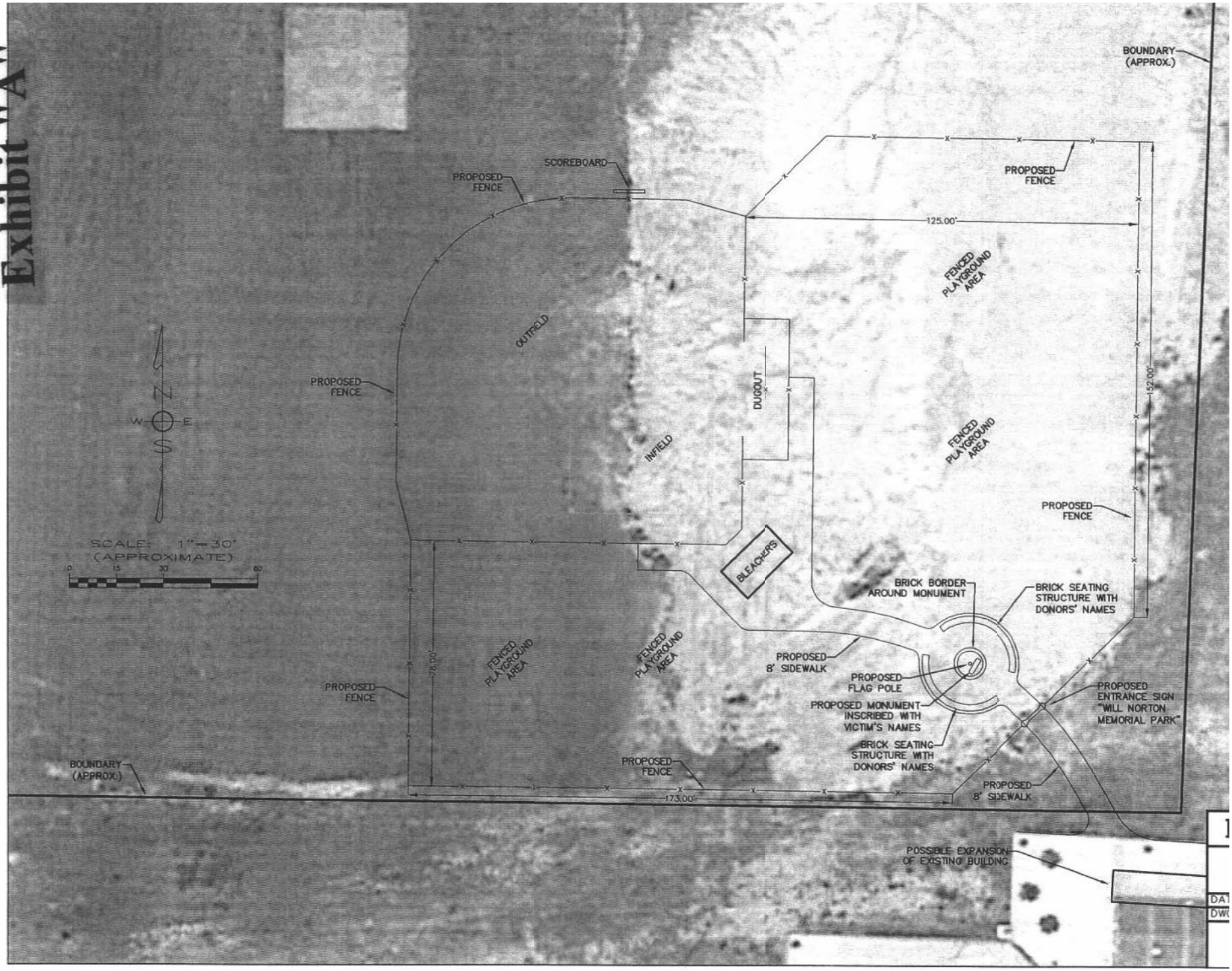
ROTARY CLUB OFJOPLIN

_____
President

JOPLIN DAYBREAK ROTARY CLUB

_____
President

Exhibit "A"


BOUNDARY (APPROX.)
SCOREBOARD
PROPOSED FENCE
PROPOSED FENCE
125.00'
FENCED PLAYGROUND AREA
OUTFIELD
PROPOSED FENCE
DUGOUT
INFIELD
FENCED PLAYGROUND AREA
152.00'
PROPOSED FENCE
N
W
E
S
SCALE: 1"=30' (APPROXIMATE)
0 15 30 60
BLEACHERS
BRICK BORDER AROUND MONUMENT
BRICK SEATING STRUCTURE WITH DONORS' NAMES
FENCED PLAYGROUND AREA
FENCED PLAYGROUND AREA
78.00'
PROPOSED 8' SIDEWALK
PROPOSED FLAG POLE
PROPOSED ENTRANCE SIGN "WILL NORTON MEMORIAL PARK"
PROPOSED FENCE
PROPOSED MONUMENT INSCRIBED WITH VICTIM'S NAMES
BRICK SEATING STRUCTURE WITH DONORS' NAMES
BOUNDARY (APPROX.)
PROPOSED FENCE
PROPOSED 8' SIDEWALK
173.00'
POSSIBLE EXPANSION OF EXISTING BUILDING



PROBABLE COST ES

STANDARD MIRACL

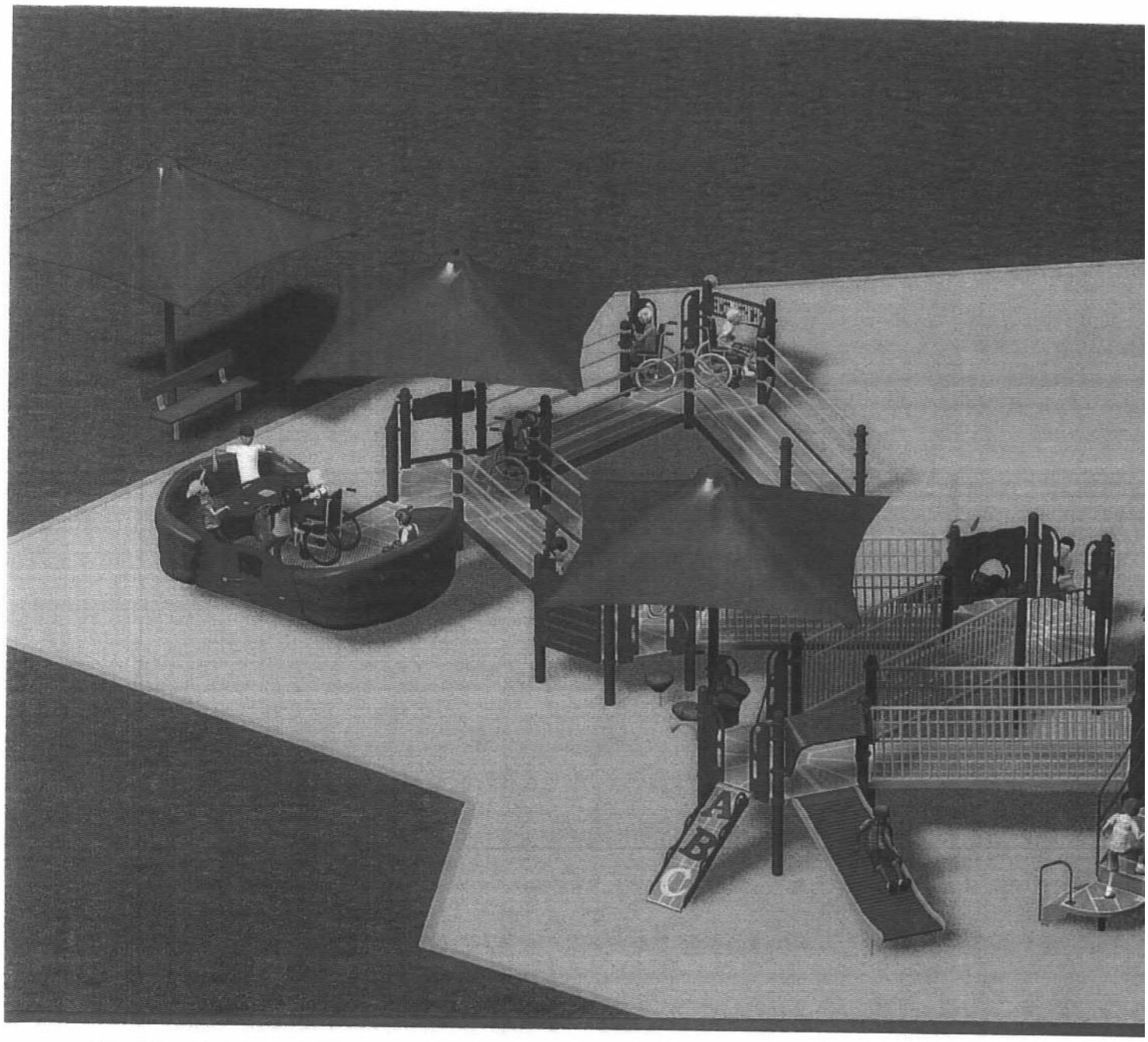
Item No.	Item	Unit	Estimated Quantity	Unit Price
1	Asphalt paving, Field Area	SY	1,725	18.00
2	Concrete Paving Sidewalk, Spectator Area	SY	580	38.00
3	Fine frading	SY	2,305	1.10
4	Backstop-Traditional	Ea	1	14,000.00
5	Fence-10ht, 9 ga, Black Poly coated (Dugout)	LF	60	32.00
6	Fence-8ht, 9ga, Black Poly coated (Dugout)	LF	50	30.00
7	Fence-6ht, 9ga, Black Poly coated (Dugout)	LF	110	24.00
8	Fence-4ht, 9ga, Black Poly coated (Side Line)	LF	120	20.00
9	Fence-4ht, 9ga, Black Poly coated (Outfield)	LF	205	20.00
10	Service Gate-4'x12' wide	Ea	1	1,800.00
11	Pedestrian Gate-5'wide	Ea	2	850.00
12	Team Benches, Backless at 16 LF	Ea	2	1,800.00
13	Spectator Bleachers-4 Rows x 24'	Ea	2	2,800.00
14	Shade Structure	Ea	1	70,000.00
15	Foul Pole, Powder Coated Finish	Ea	2	500.00
16	Flag Pole	Ea	1	800.00
17	Electric Power Service	Ea	1	7,500.00
18	Audio System	Ea	1	500.00
19	Signage	Ea	1	1,000.00
20	Memorial	Ea	1	2,000.00
21	Synthetic Safety Surface	SF	12,100	115,000
				Estimated Field Cost:
22	Inclusive Playground (see attached bid, ATHCO)			
				Total:





Better playgrounds.
Better world.™

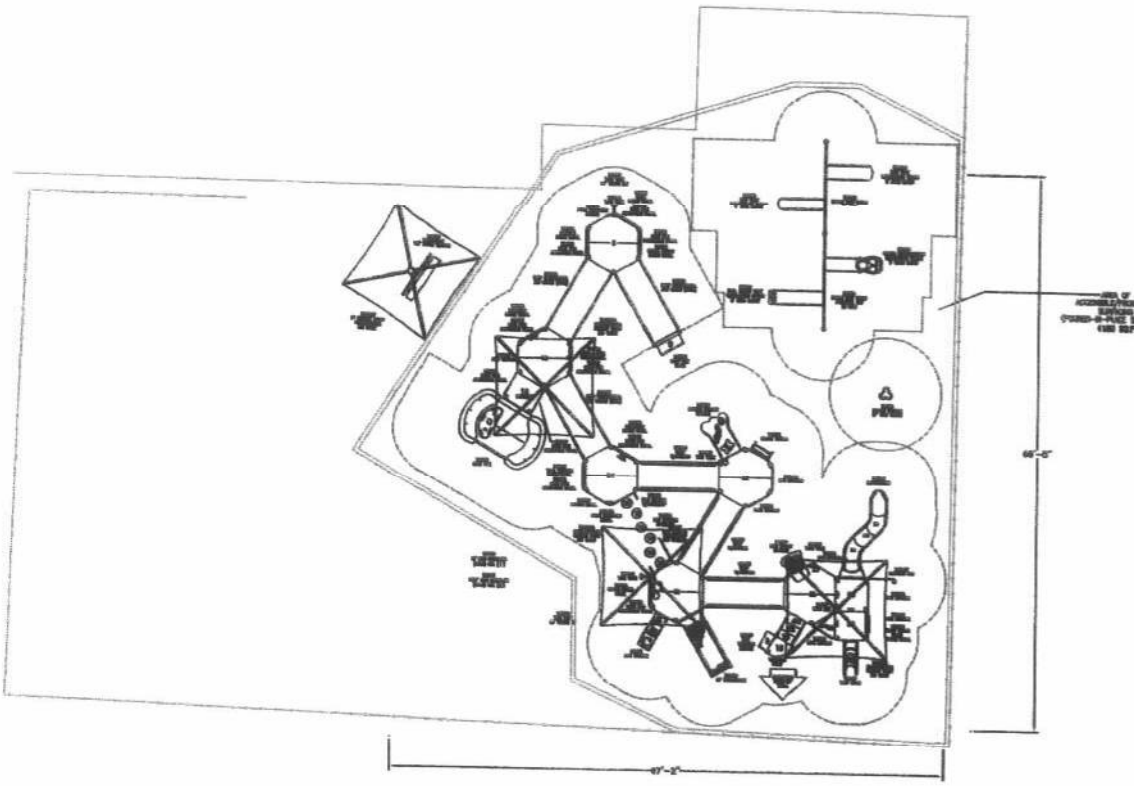
playlsi.com





Better playgrounds.
Better world.™

playlsi.com



TOTAL ELEVATED PLAY COMPONENTS	21	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	19	REQUIRED 11
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	21	REQUIRED 0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	8	REQUIRED 0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED 5

SCALE IN FEET:

0' 5' 10' 20'

Miracle League

ATHCO, LLC

Jason Cates

ATHCO, L.L.C.
Lenexa, KS 66215
13500 W. 108TH St.
913-469-5600 or 1-800-255-1102
FAX (913) 469-8134
Email: athco@athcollc.com

CONTRACT

TO: JOPLIN DAYBREAK ROTARY FOUNDATION **DATE: February 20, 2012**
RE: INCLUSIVE PLAYGROUND STRUCTURE

We are pleased to forward the following quotation. Our terms are net 30 days and all prices are subject to acceptance within 30 days.

State Sales tax __ Included __X__**Not Included**

We propose to furnish and deliver FOB destination (freight included).

Landscape Structures Features/Equipement:

Main Structure:

Slides: *Rollerslide, Slide Winder*

Climber's w/Permalene Handholds: *ABC Climber, Critter Canyon, Loop Arch, Mini Summit Climber, Pod Climber w/ Handloop & Handrail, Pod Climber w/ Handloop, Wiggle Ladder, Pod Climber*

Panels: *Bongo Reach Panel* ***(above deck)****, Braille Panel* ***(above deck)****, Chimes Reach Panel* ***(above deck)****, Handhold Panel, Handhold Panel set, Image Reach Panel* ***(above deck)****, Match 3 Reach Panel* ***(above deck)****, Navigator Reach Panel* ***(above deck)****, Periscope Reach Panel* ***(above deck)****, Pipe Barrier* ***(above deck)****, Ring-A-Bell Reach Panel* ***(above deck)****, Storefront Panel, and Trail Tracker Reach Panel* ***(above deck)***

More Fun: *Chinning Bar, Grab Bar, Talk Tub Kit, Talk Tube Mounted, (2) Talk Tubes on Deck, Saddle Spinner*

Roofs: *(3) Cool Toppers Single Post*

Swings:

Sensory Play: *Sway Fun Wheelchair Glider*

Swings: *(2) Single Post swing Frames w/8' beam heights, (2) Belt Swings, (1) Molded Bucket Seat w/ Harness, (1) Full Bucket Seats. All come with chains.*

Site Furnishing: *72" Tender Tuff Bench w/ Back and No Armrests, (1) Cool Topper Single Post*

$108,333

Poured-n-Place Rubber Surfacing:

Concrete Base, concrete curb, rubber surface w/ 50% Black & 50% Color

$29,248

Installation for Entire Project:

Installation of Play Structure
Installation of Free Standing Features
Installation of Poured-n-Place Surfacing

64,919

ALL THE ABOVE FOR THE SUM OF *$202,500*
FOR INSTALLATION OF ABOVE ADD . . . . . $ INCLUDED

REMARKS: INSTALLATION ASSUMES NO ROCK AT FOOTING LOCATIONS, LEVEL SITE AND EASY ACCESS TO SITE.

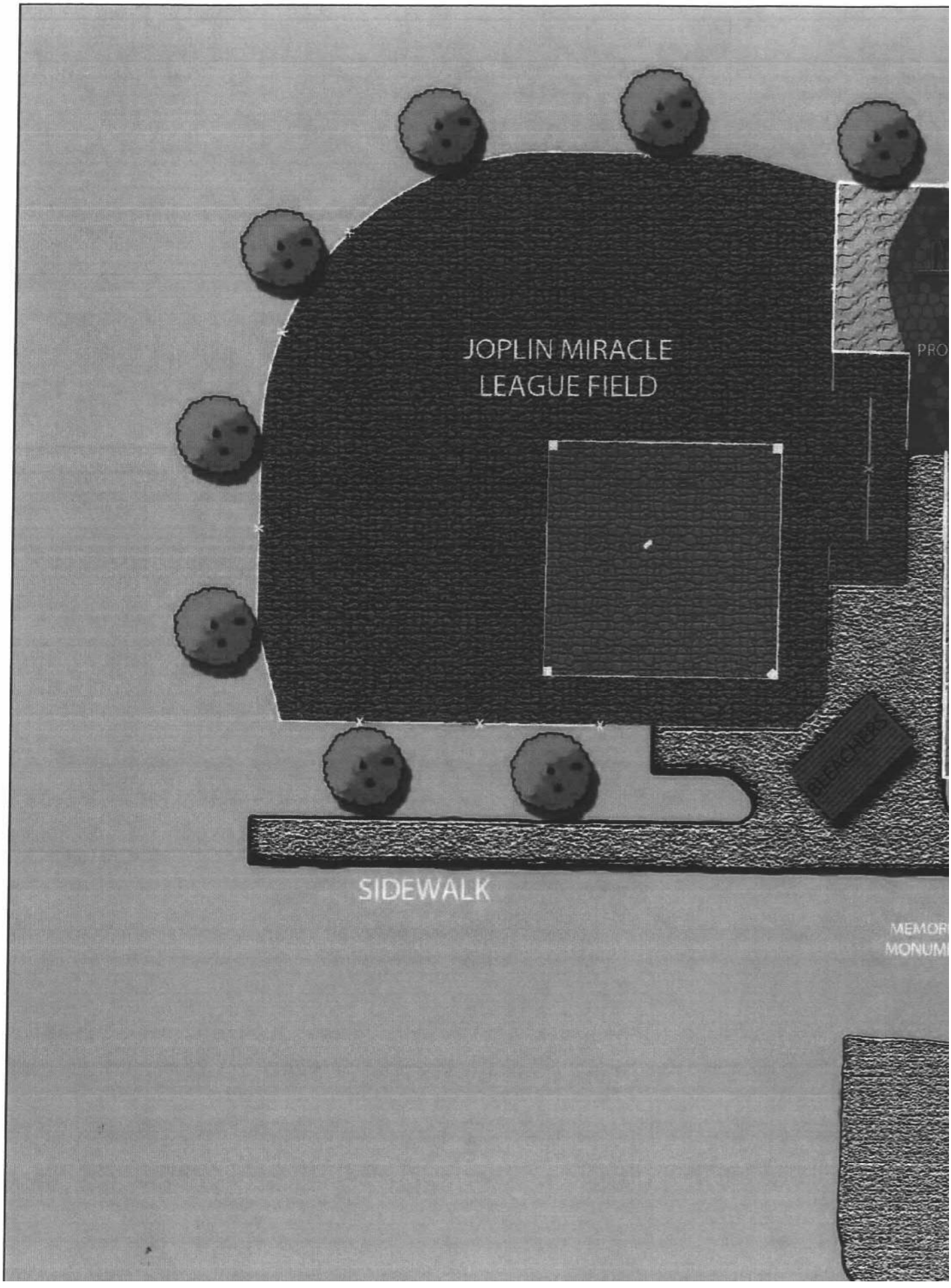
ESTIMATED AREA FOR PLAY STRUCTURE AND FREE STANDING FEATURES IS 4,180 SQ. FT.

This proposal accepted by:

Name & Title

Proposed by:

Jason Cates, Sales Consultant


JOPLIN MIRACLE
LEAGUE FIELD
SIDEWALK