INFORMAL AGENDA

September 4, 2012

5:15 p.m.

1. Discussion of Community Grant Funds to be used to support the MSSU Athletic Director hosting of NCAA Division II Regional & National Cross-Country Events MSSU

2. Appointments to Boards & Commissions

3. Any other business

COUNCIL AGENDA

September 4, 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 (Mayor ProTem)		Dr. Benjamin D. Rosenberg
Jack Golden		Michael Seibert
Trisha A. Raney		

1. **Call to Order**
   Invocation
   Pledge of Allegiance
2. **Roll Call**
3. **Presentations**
4. **Finalization of Consent Agenda**
5. **Reports and Communications**
6. **Citizen Requests and Petitions**
7. **Public Hearings**
   Public Hearing Procedures

   1. COUNCIL BILL NO. 2012-304 - 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-3 and including in District C-3 property as described below and located on the south side of Highway 171 and Dennis Weaver Drive in the City of Joplin, Jasper County, Missouri. (Requested by Freeman Health System. Planning and Zoning recommended rezoning to district C-3-PD).

   2. COUNCIL BILL NO. 2012-305 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0 and including in District C-1 property as described below and located at 3010 Connecticut Avenue in the City of Joplin, Jasper County, Missouri. (Requested by David Sweeney. Planning and Zoning recommended approval).

   3. RESOLUTION NO. 2012-023 - A RESOLUTION granting a Special Use Permit (First Request) to Empire District Electric Company for an electrical substation located northwest of Hidden Hills Subdivision, in the City of Joplin, Newton County, Missouri. (Requested by Empire District Electric Company. Planning and Zoning recommended denial).

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.

4. COUNCIL BILL NO. 2012-306 - 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-1and including in District C-1-PD property as described below and located at the northeast corner of St. Louis Avenue and Zora Street in the City of Joplin, Jasper County, Missouri. (Requested by Patsy Loyd. Planning and Zoning recommended Striking from their agenda).

5. COUNCIL BILL NO. 2012-307 - 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-1and including in District C-1 property as described below and located at 5227 Hearnes Boulevard and adjacent properties in the City of Joplin, Newton County, Missouri. (Requested by Dr. Jay Joseph, Z-Four LLC, and Richard Beckham. Planning and Zoning recommended rezoning to District C-1-PD).

6. Case 073-12 - A PUBLIC HEARING to declare excess property 2 lots totaling approximately 50,000 square feet located at 1803/1807 Connecticut Avenue – (Requested by City of Joplin. Planning and Zoning recommended Striking from their agenda).

7. Case 074-12 - A PUBLIC HEARING to declare excess property on an approximately 7,380 square foot lot located at 1901 Connecticut Avenue – (Requested by City of Joplin. Planning and Zoning recommended Striking from their agenda).

8.Case 075-12 - A PUBLIC HEARING to declare excess property on an approximately 6,037 square foot lot located at 2329 Connecticut Avenue – (Requested by City of Joplin. Planning and Zoning recommended approval).

9.Case 076-12 - A PUBLIC HEARING to declare excess property on an approximately 4,725 square foot lot located at 2934 Connecticut Avenue – (Requested by City of Joplin. Planning and Zoning recommended approval).

10.Case 077-12 - A PUBLIC HEARING to declare excess property on an approximately 12,131 square foot lot located at 1901 East 20th Street – (Requested by City of Joplin. Planning and Zoning recommended Striking from their agenda).

11.Case 078-12 - A PUBLIC HEARING to declare excess property on an approximately 7,860 square foot lot located at 2401/2403 Connecticut Avenue – (Requested by City of Joplin. Planning and Zoning recommended approval).

12.Case 079-12 - A PUBLIC HEARING to declare excess property on an approximately 7,500 square foot lot located at 1123 Porter Avenue – (Requested by City of Joplin. Planning and Zoning recommended approval).

13.Case 080-12 - A PUBLIC HEARING to declare excess property on an approximately 6,000 square foot lot located at 2729 South Joplin Avenue – (Requested by City of Joplin. Planning and Zoning recommended approval).

14.Case 081-12 - A PUBLIC HEARING to declare excess property on an approximately 6,000 square foot lot located at1402 South Ohio/1402 ½ West 14th Street – (Requested by City of Joplin. Planning and Zoning recommended approval).

15.Case 082-12 - A PUBLIC HEARING to declare excess property on two lots totaling approximately 26,160 square feet located at 1831 East 20th Street and 1914 Connecticut Avenue – (Requested by City of Joplin. Planning and Zoning recommended approval).

16.Case 083-12 - A PUBLIC HEARING to declare excess property on an approximately 6 acre lot located near 32nd Street and Oliver – (Requested by City of Joplin. Planning and Zoning recommended approval).

17.Case 084-12 - A PUBLIC HEARING to declare excess property on an approximately 6,250 square foot lot located at 1408 South Jackson Avenue – (Requested by City of Joplin. Planning and Zoning recommended approval).

7. Consent Agenda

1. Minutes of the August 20, 2012 Council Meeting

2. COUNCIL BILL NO. 2012-013- 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.

3. COUNCIL BILL NO. 2012-014 - AN ORDINANCE amending Chapter 114, Traffic, Article I, In General, Section 114-15, Financial Responsibility, of the Joplin City Code, by repealing Section 114-15 of the Joplin City Code, Financial Responsibility, and enacting a new Section 114-15 in lieu thereof.

4. COUNCIL BILL NO. 2012-147-AN ORDINANCE approving Change Order Agreement by and between the City of Joplin and Branco Construction for the construction of the Airfield Signage and Marking Project at the Joplin Regional Airport.

5. COUNCIL BILL NO. 2012-148-AN ORDINANCE approving authorization to accept a Grant from the Department of Transportation, Federal Aviation Administration for Airport Improvement Program and Airport Master Plan Project at the Joplin Regional Airport.

6. COUNCIL BILL NO. 2012-303 - AN ORDINANCE Request to Review the Final Plat for SONIC ADDITION located at the southeast corner of 11th Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

8. Resolutions

9. Ordinances – Emergency

1. COUNCIL BILL NO. 2012-149 - AN ORDINANCE approving an agreement between the City of Joplin and Crawford, Murphy & Tilly, Inc. (CMT) for assistance in preparing an Airport Master Plan for the Joplin Regional Airport; and containing an emergency clause.

2. COUNCIL BILL NO. 2012- 152 - AN ORDINANCE approving an agreement between the City of Joplin, Missouri and Cobble Excavation Company in the amount of Fifty Two Thousand Six Hundred Thirty Nine Dollars and 00/100 Dollars ($52,639.00) for the City Sidewalk & Curb Repair 2012 project in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

3. COUNCIL BILL NO. 2012-153 - AN ORDINANCE approving Change Order Agreement between the City of Joplin and Crawford, Murphy & Tilly, Inc. (CMT) for the design of the Airfield Signage and Marking Project Change Order at the Joplin Regional Airport; and containing an emergency clause.

4.COUNCIL BILL NO. 2012-452- ORDINANCE approving a Basic Support-Local Health Department Grant Award Agreement by and between the Missouri Foundation for Health, and the Joplin City Health Department, for a 12 month period beginning October, 2012, for the amount of Twenty Five Thousand dollars and no Cents ($25,000.00), for the purpose of equipment and supplies improvements; and, authorizing the City Manager to execute the same by and on behalf of the Joplin City Health Department; and containing an emergency clause.

5. COUNCIL BILL NO. 2012-620-AN ORDINANCE approving the Sponsorship Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the MARS Petcare US Inc., a Delaware Corporation, for the development of a dog park at Parr Hill Park; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

6. COUNCIL BILL NO. 2012-621-AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2000-192 and authorizing revised new classification titles and updating position descriptions; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

1. COUNCIL BILL NO. 2012-617-AN ORDINANCE approving the application of Joplin Memorial Run, Boomtown Days Festival, MSSU Homecoming Celebration, Joplin Outlaws Baseball Season, Joplin Disc Golf Club 4-State Open, Spiva Center for the Art's PhotoSpiva, Spiva Center for the Art's ArtWorkers: Creativity and America, National Multiple Sclerosis Society's Bike MS: Ozarks, Dogs in Downtown, Rufus Racing's Summer Roundup Triathlon and Big Time Youth Triathlon and Historic Murphysburg's DickensFest; for utilization of FY2013 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds.

13. Unfinished Business

14. New Business

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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: COUNCIL BILL NO. 2012-304
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg ORH Date: 8/24/2012
City Attorney: Brian Head Date: 8-27-12
City Manager: R. Mark Rohr Date: 8-27-12
Board or Commission: Planning and Zoning Commission Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended approval to amend the request to rezone to District C-3-PD by a vote of "5 in favor, 1 abstention, and 1 absent"

SUMMARY/REQUEST:
Case 066-12: South side of Highway 171 and Dennis Weaver Drive – A request to rezone from District R-3 (Apartment House District) to District C-3 (Commercial District) for future commercial development – Freeman Health System.

STAFF SUMMARY:
The proposed rezoning is consistent with development patterns and policies of the City of Joplin. The applicant is requesting a rezoning from R-3 to C-3 to develop medical offices and retail in the future. Staff believes that this is a reasonable request considering the property's location near Highway 171 and Joplin Regional Airport.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Duncan wished to abstain from the discussion and vote on Case 66-12 as he is a former employee of Freeman Health System.

Mr. Alan Buttram appeared as the real estate agent representing Floyd and Wanda Clark, who own the property on Highway 171. Mr. Buttram introduced Daniel Caylor with Freeman Health System.

Mr. Danny Caylor appeared representing Freeman Health System and explained that they have entered into an agreement to purchase the property for which the rezoning is being requested. The sale of the property is contingent upon the rezoning from R-3 to C-3. Freeman Health

System would like to purchase this property for a future medical office building. They recognize that this area of the community doesn't have that type of services to the extent that they believe would be beneficial to the residents in this area.

Mr. Caylor explained that the Phase I study on the property was completed on July 26, 2012, which indicates that there are no environmental hazards that would prohibit the use of this property for Freeman's intended purposes. They have had conversations with the Missouri Department of Transportation, and they are supportive of the three accesses to Highway 171.

Mr. Eastman asked Mr. Buttram and Mr. Caylor if they have drawings of what Freeman plans to construct, and they did not have plans at this time. With the sale of the property being contingent upon the rezoning, they have not invested in any significant architectural plans and have just had preliminary discussions.

PUBLIC COMMENT:
Comments were received from the following:

Mr. Phil Grizzle, 5854 Elm Street, Webb City, Missouri
Mrs. Debbie Grizzle, 5854 Elm Street, Webb City, Missouri

Mr. and Mrs. Grizzle reside in the Village of Airport Drive and explained that their property adjoins the property in this request. They were not opposed to rezoning the property but expressed concerns regarding water retention, the operating hours, and the type of development that Freeman Health System is proposing.

In regard to Mr. and Mrs. Grizzle's concerns, Mr. Bolander explained that the City has stormwater requirements that the developer must follow. Any current stormwater issues along Elm Street will not be resolved, but any new development cannot make the drainage issues worse. Freeman Health System must develop a stormwater detention plan for that property.

Mr. Anderson explained that the Planning and Zoning Commission acts as a fact-finding body to review zoning requests, and that the City staff can give Mr. and Mrs. Grizzle a range of options for what could go there. The commissioners are just looking at rezoning and are not specifically approving any type of structure at this point.

After the vote was taken, Mr. Anderson explained that the request was modified to require the plans to come back to the Planning and Zoning Commission and the City Council to provide an opportunity to review those plans before something is built versus just rezoning the property without knowing what is going to take place there. There will be a public hearing to review the development plans, with the neighbors being invited to comment on those plans.

Z&P Meeting: August 13, 2012
City Council Meeting: September 4, 2012

STAFF PLANNING REPORT

CASE 066-12:

Petition the Council to rezone from District R-3 (Apartment House) to District C-3 (Commercial) for future commercial development.

APPLICANT:

Freeman Health System

LOCATION:

Southside of Highway 171 and Dennis Weaver Drive

PRESENT ZONING:

R-3 (Apartment House)

REQUESTED ZONING:

C-3 (Commercial)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 880' x 940' (828,390 square feet or 19.01 acres)

FLOOD PLAIN

Zone X (Area of minimal flooding)

SITE	LAND USE	EXISTING ZONING
NORTH	Residential shelter & Vacant	C-1, M-2, C-3
SOUTH	Vacant	N/A (Airport Drive)
EAST	Vacant	M-1
WEST	Single-Family Residential	N/A (Airport Drive)

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

Future connection to Highway 171

CLASSIFICATION OF STREET(S)

Highway 171 - Arterial

RIGHT-OF-WAY WIDTH

Highway 171 – 110'

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

N/A

UTILITIES:

The property has utility connections.

CONSISTENT WITH FUTURE LAND USE MAP?

No. The Future Land Use Map recommends low-density residential for most of this property. However, properties to the north fronting Highway 171 are recommended for retail/commercial and industrial uses.

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 development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is consistent with development patterns and policies of the City of Joplin. The applicant is requesting a rezoning from R-3 to C-3 to develop medical offices and retail in the future. Staff believes that this is a reasonable request considering the property's location near Highway 171 and Joplin Regional Airport.

Staff recommends approval.

REZONING APPLICATION FORM

RECEIVED 6-21-12

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.: 06b-12
Filing Fee: $ 350.00
Date Advertised: 7-29-12
Date Notices Sent: 7-30-12
Public Hearing Date: 8-13-12

APPLICANT: FREEMAN HEALTH SYSTEM PHONE: 417-347-4949
ADDRESS: 1102 W. 32ND ST. JOPLIN MO ZIP: 64804
OWNER: Liberty Property and Investment LLC PHONE: 417-621-1464
ADDRESS: P.O. BOX 3851 JOPLIN MO 64802 ZIP:
LOCATION OF PROPERTY: South side of Hwy 171 at Organic Matter Drive
LEGAL DESCRIPTION: See attached for legal description

Present Zoning: R-3 Requested Zoning: C-5 Acreage: 18.5
Present Use of Property: pasture

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	pasture	C1, C-5, M2
South	pasture	Residential
East	pasture	M-1
West	Mostly undeveloped	Residential

CHARACTER OF THE NEIGHBORHOOD: Commercial on Hwy 171 will zone 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? Yes
   If yes, explain: Seek to have a commercial development

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: Hwy 171
2. Classification of Street(s):
   Arterial Highway Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No - there exist three MODOT approved accesses

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? To be determined
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? Detention ponds may be required
4. Utility Easements:
   Electricity? The location of utilities will depend upon use
   Gas? plans as developed
   Sewer? _____
   Water? _____
5. Additional Comments: Freeman Health System plans to develop property for health care use, including but not limited to urgent care, office, physician offices, etc.

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

Proposed service will improve access to health care for residents of North Joplin & surrounding area.

SIGNATURE: Floyd Clark DATE: 6-21-12

BY: Floyd Clark

TITLE: President



Case 066-12: A request to rezone a property from District R-3 (Apartment House District) to District C-3 (Commercial District) located south of Highway 171 and Dennis Weaver Drive for future commercial development. - Freeman Health System

N

Case 066-12: South side of Highway 171 and Dennis Weaver Drive – A request to rezone from District R-3 (Apartment House District) to District C-3 (Commercial District) for future commercial development – Freeman Health System.

Mr. Duncan wished to abstain from the discussion and vote on Case 66-12 as he is a former employee of Freeman Health System. He left the Council Chambers at this point.

Mr. Anderson opened the public hearing for Case 066-12.

Mr. Alan Buttram, 12570 County Road 240, Oronogo, Missouri, appeared as the real estate agent representing Floyd and Wanda Clark, who own the property on Highway 171. Mr. Buttram introduced Daniel Caylor with Freeman Health System.

Mr. Danny Caylor, 15483 Sumac, Jasper, Missouri, appeared representing Freeman Health System and explained that they have entered into an agreement to purchase the property for which the rezoning is being requested. The sale of the property is contingent upon the rezoning from R-3 to C-3. Freeman Health System would like to purchase this property for a future medical office building. They recognize that this area of the community doesn't have that type of services to the extent that they believe would be beneficial to the residents in this area.

Mr. Caylor explained that the Phase I study on the property was completed on July 26, 2012, which indicates that there are no environmental hazards that would prohibit the use of this property for Freeman's intended purposes. They have had conversations with the Missouri Department of Transportation, and they are supportive of the three accesses to Highway 171.

Mr. Eastman asked Mr. Buttram and Mr. Caylor if they have drawings of what Freeman plans to construct, and they did not have plans at this time. With the sale of the property being contingent upon the rezoning, they have not invested in any significant architectural plans and have just had preliminary discussions.

Mr. Anderson asked for comments from the audience.

Mr. Phil Grizzle, 5854 Elm Street, Webb City, Missouri, appeared and explained that his property adjoins the property in this request. He is more in favor of seeing a medical office rather than apartment buildings, but he expressed concern regarding drainage issues since Spring Branch runs between his house and his barn. He asked for Freeman Health System to include some water retention in their plans, or the people who reside on Elm Street will be inundated with water.

Mr. Bolander explained that the City has stormwater requirements that the developer must follow. Any current stormwater issues along Elm Street will not be resolved, but any new development cannot make the drainage issues worse. Freeman Health System must develop a stormwater detention plan for that property.

Mr. Grizzle asked about fencing between the residential property and the commercial property. Mr. Bolander asked Mr. Grizzle if his property lies within the village of Airport Drive. He replied that he resides in the village, but his east property line adjoins the property in this request.

Mr. Bolander explained that the fencing requirements apply if the properties on both sides are within the City of Joplin.

Mrs. Debbie Grizzle, 5854 Elm Street, Webb City, Missouri, asked if the proposed building will be an office building or an urgent care facility. She asked about the operating hours and the type of building Freeman Health System is proposing.

Mr. Anderson explained that the Planning and Zoning Commission acts as a fact-finding body to review zoning requests, and that the City staff can give her a range of options for what could go there. The commissioners are just looking at rezoning and are not specifically approving any type of structure at this point.

Mrs. Grizzle expressed concern about the construction of something the neighbors aren't too enthused about, and then it's too late to do anything. Mr. Anderson explained that once the property is rezoned, it can be used for a variety of purposes.

Mrs. Grizzle expressed concern about the commissioners rezoning the property before they learn what Freeman Health System plans to build there. Mr. Anderson explained that this commission acts as a fact-finding body to either vote on the type of zoning and explained that the current R-3 district could allow a variety of uses.

Mr. Anderson asked for additional comments from the audience, and none were received. He then closed the public hearing for Case 066-12.

MR. SMITH MOVED, SECONDED BY MR. LANDRITH, THAT CASE 066-12 BE AMENDED TO REZONE THE PROPERTY LOCATED ON THE SOUTH SIDE OF HIGHWAY 171 AT DENNIS WEAVER DRIVE TO DISTRICT C-3-PD RATHER THAN DISTRICT C-3, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; WITH MR. DUNCAN ABSTAINING; AND WITH MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 1 ABSTENTION, AND 1 ABSENT).

MR. SMITH MOVED, SECONDED BY MR. LANDRITH, THE CASE 066-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL AS AMENDED IN THE PREVIOUS MOTION. THE MOTION CARRIED, WITH MR. ANDERSON, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; WITH MR. DUNCAN ABSTAINING; AND WITH MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 1 ABSTENTION, AND 1 ABSENT).

Mr. Anderson explained that the request was modified to require the plans to come back to the Planning and Zoning Commission and the City Council to provide an opportunity to review those plans before something is built versus just rezoning the property without knowing what is going to take place there. There will be a public hearing to review the development plans, with the neighbors being invited to comment on those plans.

Mr. Duncan returned to the dais at this point.

P & Z Case 066-12
Freeman Health System
(P & Z Recommended Rezoning
to District C-3-PD)

COUNCIL BILL NO. 2012-304 **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-3 and including in District C-3 property as described below and located on the south side of Highway 171 and Dennis Weaver Drive 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-3 and including same in District C-3:

Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 23, Township 28, Range 33, Jasper County, Missouri. Thence South 60.0 feet. Thence East 260.6 feet. Thence South 364.20 feet to the point of beginning of the tract herein described. Thence West 260.45 feet. Thence South 1,321.36 feet to a Gas Pipe at the Southwest corner of the Northeast Quarter of the Northwest Quarter. Thence East 902.70 feet. Thence North 894.60 feet. Thence West 640.5 feet to the point of beginning.

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: September 4, 2012

Item: COUNCIL BILL NO. 2012-305
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 8/24/2012
City Attorney: Brian Head — Date: 8-27-12
City Manager: R. Mark Rohr — Date: 8-27-12
Board or Commission: Planning and Zoning Commission — Date: 8/13/2012

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

SUMMARY/REQUEST:
Case 069-12: 3010 Connecticut Avenue – A request to rezone from District C-O (Non-Retail District) to District C-1 (Neighborhood Commercial District) to allow for future retail tenants – David Sweeney.

STAFF SUMMARY:
The proposed rezoning is consistent with development patterns and policies of the City of Joplin. The purpose of the rezoning is to allow future retail tenants to occupy space in the existing office building.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Dr. David Sweeney rezoned the property in this request in 1993 for the construction of an office building which he constructed during 1997. He explained that Connecticut Avenue was a three lane street at that time, with things having changed dramatically through the City's actions. A portion of the building is currently vacant, and he is just trying to make it a more marketable space. He is not making any changes to the building and stated that all the surrounding properties are zoned C-1 with the exception of the Alanon Club to the west.

Mr. Eastman asked Dr. Sweeney if he owns the property to the north that is currently zoned R-1, and he replied that he owns the property and has had it rezoned. Mr. Bolander explained that the City's map is in error and that the property was rezoned several years ago. Dr. Sweeney purchased that property at the time the City was buying all the right-of-way for Connecticut Avenue.

Mr. Eastman asked Dr. Sweeney if he plans to add onto the existing building, and he replied that a site plan is currently being developed. His office is located at the north end of the building, with an outside garden that his patients enjoy, so he does not intend to add onto the building at this time.

Mr. Duncan asked Dr. Sweeney if he has been approached by anyone wishing to rent a portion of his building. He discussed a pharmacy that was interested in renting the space, but he is not currently in a position to be able to do anything.

PUBLIC COMMENT:
None.

Z&P Meeting: August 13, 2012
City Council Meeting: September 4, 2012

STAFF PLANNING REPORT

CASE 069-12:

Petition the Council to rezone from District C-O (Commercial-Office) to District C-1 (Neighborhood Commercial) to allow for future retail tenants.

APPLICANT:

David Sweeney

LOCATION:

3010 Connecticut

PRESENT ZONING:

C-O (Commercial-Office)

REQUESTED ZONING:

C-1 (Neighborhood Commercial)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 150' x 240' (22,140 square feet or 0.51 acres)

FLOOD PLAIN

Zone X (Area of minimal flooding)

SITE	LAND USE	EXISTING ZONING
NORTH	Vacant	C-1, R-1
SOUTH	Single-Family Residential	C-1 PD
EAST	Single-Family Residential	R-1
WEST	Organization building	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

Connecticut Avenue

CLASSIFICATION OF STREET(S)

Connecticut Avenue – Arterial

RIGHT-OF-WAY WIDTH

Connecticut Avenue – 80'

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

No.

UTILITIES:

Utilities are currently active on this site.

CONSISTENT WITH FUTURE LAND USE MAP?

Yes. The property is in the Connecticut Avenue Corridor according to 2012 Comprehensive Plan update. Connecticut Avenue is anticipated to develop as a Multi-Use Residential-Commercial-Office corridor. The property is recommended for retail-commercial in the Future Land Use Map.

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 retail-commercial use.

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 is consistent with development patterns and policies of the City of Joplin. The purpose of the rezoning is to allow future retail tenants to occupy space in the existing office building.

Staff recommends approval.

RECEIVED
7-2-12

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 069-12
Filing Fee:
Date Advertised: 7-29-12
Date Notices Sent 7-30-12
Public Hearing Date: 8-13-12

APPLICANT: David Sweeney PHONE: 417 529 3876
ADDRESS: 3010 E 15th St Joplin MO ZIP: 64804
OWNER: William Matthew & Sweeney Rev Trust PHONE: 417 529 3876
ADDRESS: 3010 Connecticut Joplin MO ZIP: 64804
LOCATION OF PROPERTY: 3010 Connecticut
LEGAL DESCRIPTION: See Attached

Present Zoning C-0 Requested Zoning C-1 Acreage .50
Present Use of Property: Law Office

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant	C-1
South	Vacant	C-1
East	Single family housing	R-1
West	Moose Club	R-1

CHARACTER OF THE NEIGHBORHOOD: Transitioning from Residential to Commercial

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: Yes Retail not allowed in C-O

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: Connecticut
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 5 Lanes
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

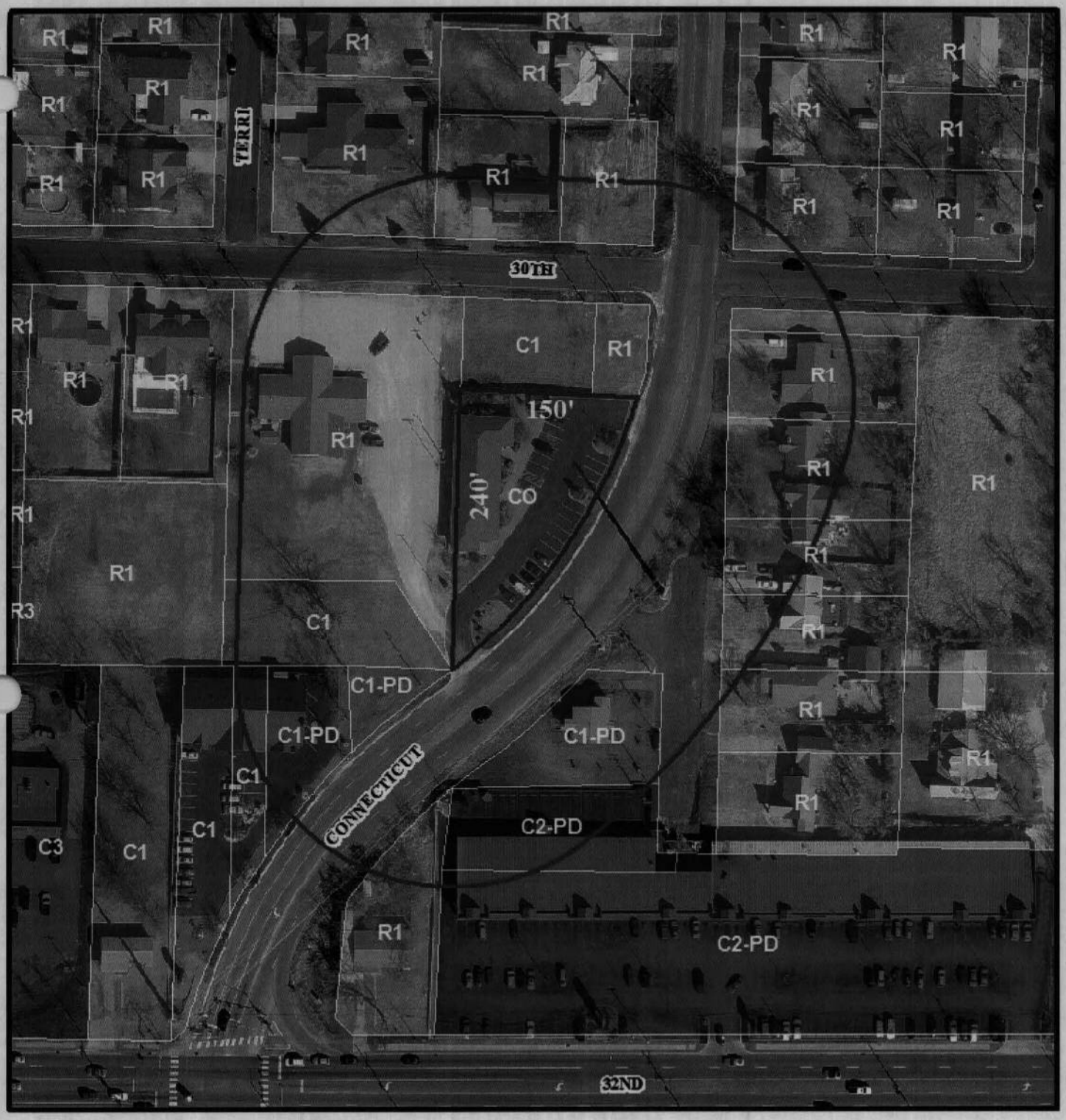
IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 6/26/12
BY: _____
TITLE: 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.)



0 100 200 400 600 800 Feet

Case 069-12: A request to rezone a property from District C-O (Non-Retail District) to District C-1 (Neighborhood Commercial District) located at 3010 Connecticut Street to allow for future commercial development. - David Sweeney

N

Case 069-12: 3010 Connecticut Avenue – A request to rezone from District C-O (Non-Retail District) to District C-1 (Neighborhood Commercial District) to allow for future retail tenants – David Sweeney.

Mr. Anderson opened the public hearing for Case 069-12.

Dr. David Sweeney, 2710 East 15th Street, Joplin, rezoned the property in this request in 1993 for the construction of an office building which he constructed during 1997. He explained that Connecticut Avenue was a three lane street at that time, with things having changed dramatically through the City's actions. A portion of the building is currently vacant, and he is just trying to make it a more marketable space. He is not making any changes to the building and stated that all the surrounding properties are zoned C-1 with the exception of the Alanon Club to the west.

Mr. Eastman asked Dr. Sweeney if he owns the property to the north that is currently zoned R-1, and he replied that he owns the property and has had it rezoned. Mr. Bolander explained that the City's map is in error and that the property was rezoned several years ago. Dr. Sweeney purchased that property at the time the City was buying all the right-of-way for Connecticut Avenue.

Mr. Eastman asked Dr. Sweeney if he plans to add onto the existing building, and he replied that a site plan is currently being developed. His office is located at the north end of the building, with an outside garden that his patients enjoy, so he does not intent to add onto the building at this time.

Mr. Duncan asked Dr. Sweeney if he has been approached by anyone wishing to rent a portion of his building. He discussed a pharmacy that was interested in renting the space, but he is not currently in a position to be able to do anything.

Mr. Anderson asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 069-12.

MR. HARRINGTON MOVED, SECONDED BY MR. EASTMAN, THAT CASE 069-12 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. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. GILSTRAP BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 069-12
David Sweeney
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-305 **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 C-0 and including in District C-1 property as described below and located at 3010 Connecticut 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 District C-0 and including same in District C-1:

All of the South 80.0 feet of the North 160.0 feet of Lot Numbered Fifty-four (54) in SOUTHMORLAND ACRES ADDITION in the City of Joplin, Jasper County, Missouri, EXCEPT Connecticut Avenue right-of-way described, as beginning at the Northeast Corner of the above tract, thence North 89°57'24" West along the North line of said tract:, 19.86 feet, thence Southwesterly along a curve with an intersection angle of 54°31'06" and a radius of 418.37 feet, 84.35 feet to the South line of said tract, thence South 89°57'24" East 46.20 feet, to the Southeast corner of said tract, thence North 80.0 feet to the point of beginning. AND beginning 160.0 feet South of the Northeast corner of Lot Numbered Fifty-four (54) in SOUTHMORLAND ACRES ADDITION in the City of Joplin, Jasper County, Missouri, thence West 175.0 feet, thence South 82.75 feet, thence East 175.0 feet, thence North 79.54 feet to the point of beginning, EXCEPT Connecticut Avenue right-of-way described as beginning at the Northeast corner of the above described tract, thence North 89°57'24" West along the North line of said tract 46.20 feet, thence Southwesterly along a curve with an intersection angle of 54°31'06" and a radius of 418.37 feet, 94.45 feet to the South line of said tract, thence North 88°59'41" east 94.07 feet to the Southeast corner of said tract, thence North 79.54 feet to the point of beginning. AND all of the South 80.0 feet of the North One-Half (N ½) of Lot Numbered Fifty-four (54) in SOUTHMORLAND ACRES ADDITION in the City of Joplin, Jasper County, Missouri, EXCEPT Connecticut Avenue right-of-way described as beginning at the Northeast corner of the above described tract, thence South 88°59'41" West along the North line of said tract, 94.07 feet, thence Southwesterly along a curve with an intersection angle of 54°31'06" and a radius of 418.37 feet, 115.13 feet to the Southwest corner of the above described tract, thence North 88°59'41" East along the South line of said tract 119.30 feet, thence Northeasterly along a corner with an intersection angle of 54°31'06" and a radius of 498.37 feet, 94.48 feet to the East line of said tract, thence North 4.83 feet to the point of beginning.

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

SERVICES YOU COUNT ON

August 15, 2012

City of Joplin
Planning and Zoning Commission
Attn: Troy Bolander
602 S. Main
Joplin, MO 64801

Dear Troy:

In light of the recommendations by the Planning and Zoning Committee regarding our application for a special use permit near the Hidden Hills subdivision, Empire District would like to request that our case 070-12 be tabled until the October 1st City Council meeting. This will provide us sufficient time to meet with concerned residents in the area and research potential modifications to the site plan.

Respectfully,

Tina Gaines

Tina Gaines
Director of Engineering and Line Services

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: RESOLUTION NO. 2012-023
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 8/24/2012
City Attorney: Brian Head — Date: 8-27-12
City Manager: R. Mark Rohr — Date: 8-27-12
Board or Commission: Planning and Zoning Commission — Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended denial by a vote of "4 in favor, 2 opposed, and 1 absent"

SUMMARY/REQUEST:
Case 070-12: Northwest of Hidden Hills Subdivision - A request for a permanent Special Use Permit (first request) for an electrical substation – Empire District Electric Company.

STAFF SUMMARY:
The applicant is requesting a special use permit for the development of an electrical substation. The property is zoned District R-1 (Single-Family Residential) and is adjacent to a single family subdivision to the east. The purpose of the substation is to serve future development in Joplin south of Interstate 44. Access will be provided through an extension of Highlander Drive.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Empire District Electric Company for the construction and operation of a substation northwest of the Hidden Hills Subdivision at the end of Highlander Drive.
2. The substation may, from time to time, be enlarged to accommodate future growth, but only within the boundaries of the legal description provided for the property.
3. The term of this permit is to be permanent.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jeff Brown appeared representing Empire District Electric Company. He explained that with the relocation of Mercy (St. John's) Hospital at Interstate 44 and Main Street, the capacity of

Empire District's existing substations in the area will be exceeded. So in order to handle the new load and anticipated growth and more reliability in the existing area, they need to site a substation in this location. They believe that the location in this request will be able to do that for Empire District.

Mr. Eastman asked Mr. Brown about a proposed plan showing the size, berming, and fencing. He replied that it will be similar to the substation at 26th Street and Moffet Avenue and will have only one transformer. He presented the commissioners the site plan for the proposed substation.

Mr. Duncan asked Mr. Bolander about the potential for any additional egress into this area, and he replied that the long-term plan is to extend Connecticut Avenue. He did not believe Empire District's easement is the ideal location to send Connecticut south, but that the long-term plan is to wrap the roadway around this property, so the substation would not interfere with the extension of Connecticut.

Mr. Bolander discussed the future plans to extend Highlander Drive to the west as the property to the west develops to provide a secondary access to the Hidden Hills subdivision. He noted that the Planning and Zoning Commission heard similar comments from residents to the east about Hidden Hills when it was originally platted, with regard to traffic coming through their neighborhoods and affecting the trees and wildlife in the area. He explained that there are long-term plans to have a second way in and out of Hidden Hills subdivision since that is an issue.

Mr. Eastman asked about a timeframe for that happening. Mr. Bolander replied not at this time, but that it is dependent upon the development of property to the west. Mr. Eastman commented that it is pretty expensive to extend roadways across Silver Creek, and Mr. Bolander replied that is correct.

Mr. Smith asked Mr. Brown about any alternative sites, and he replied that Empire District looked at this long and hard. He explained that it is difficult to site a substation because of concerns. He discussed the existing 161,000 volt transmission line that goes up to the substation at 24th Street and Connecticut and then on from there. This site allows Empire District to locate the substation underneath the transmission line, so they don't have to construct any additional transmission lines over to and back from the substation. This allows Empire District to tap that line slightly to the west, but the substation will essentially lie underneath the transmission line and then over on the west side.

Mr. Brown explained that not only can Empire District go north up to serve the new hospital, but they can also go up north with a distribution line to serve any additional growth. They can go east into the Hidden Hills subdivision and increase the reliability of their subdivision service. They can also go south from that location and tie into an existing line on River Road.

Mr. Brown explained that the topography is not in Empire District's favor since the terrain is very hilly in this area. He discussed the difficulty of locating a substation on a hilly site. He stated that the property in this request is a spot in those hills where they could actually find a place to erect a substation. Empire District looked at some other locations and thought this was the location they felt was most positive.

Mr. Eastman asked Mr. Brown about the status of property that Empire District owns at 43rd Street and Connecticut Avenue. He replied that that own a small site there, but that site still didn't allow them the flexibility that the proposed site allows. They thought it was too close to the site at 24th Street and Connecticut, and they needed to locate further south to be able to do everything they wish to do.

Mr. Smith understood that Empire District purchased five acres, and Mr. Brown stated that is correct. Mr. Smith asked about the possibility of shifting the substation away from the residents more, and Mr. Brown replied that the hill starts falling off pretty hard. He expressed the need for fairly level land to erect a substation, in that it becomes very expensive. Because of the close proximity of the transmission line and not having to build a transmission line, they just felt like the property in this request was the better location.

Mr. Smith asked Mr. Brown why Empire District would cut down all those trees until they received the Special Use Permit. He replied that they didn't push a tree down until they had written permission from the City of Joplin to do so. They have a permit from the Department of Natural Resources and did have written permission from the City to go ahead.

Mr. Brown explained that time is of the essence on this project because of Mercy's construction phase. Empire District needs to get this substation built. They are not assuming that they will get the Special Use Permit, but in order to keep their timeframe going, they felt like they needed to go ahead and do that clearing. With that clearing being done, they can go ahead and have a topographical survey of the site done again so they can further their design. They didn't do that until they had permission.

Mr. Brown addressed the public notice sign that was knocked down, he was not aware of anyone from Empire District knocking the sign down since that wouldn't serve in their interest.

Mr. Smith asked Mr. Brown if any buffering is show on their plan, and he replied that there is not. He explained that a buffer presents both a safety and a security problem. Empire District's staff must be able to see into their substations to see that there is not somebody in there who shouldn't be in there. He stated that thieves like to steal copper, and they have cut their fences to enter their property in the past.

Mr. Brown addressed the concerns regarding the construction road, and he understands that the temporary construction road easement will be signed with Mr. Aggus to allow Empire District access the easement, but the actual roadway has not been constructed. The route will come in on Mr. Aggus' drive on River Road and make its way up into the substation side from the west side.

Mr. Brown stated that Empire District has obtained verbal permission from Mr. Aggus, with the easement to be signed this week to allow Empire District to bring construction trucks and major material trucks through that construction road. Mr. Aggus will have permission to use that roadway during situations in the future for any type of construction or emergency-type situation involving a high traffic volume. This will be a gravel roadway through his property.

Mr. Brown did some research on noise and explained that the transformer is what makes the noise in a substation. He contacted the manufacturer of the type of transformer Empire District

would be installing there, with 2 stages of cooling, so it can 71 DV, 73 DV, and up to 74 DV at the most, if all stages of fans are on. One website he consulted said that 75 DV is comparable to a toilet flushing or a vacuum cleaning running. This activity would be contained within the fenced area of the substation. Mr. Brown commented that the ambient noise of an office atmosphere is anywhere from 45 DV to 75 DV.

Mr. Duncan asked Mr. Brown about the schedule for construction and the completion date on the project. He replied that Empire District would like to have it completed by the middle of 2013. Ideally, they would like to begin construction late this fall with the actual site work. He stated that it takes eight to nine months to construct a substation.

Mr. Duncan asked Mr. Brown about the timeframe for getting the construction road ready for use. He replied that once they have the easement signed for the roadway, Empire District can begin construction of the roadway immediately. He wasn't aware of the number of trucks passing through the residential subdivision but understood that the bulldozers were being taken through Mr. Aggus' property.

Mr. Duncan asked Mr. Brown if it is typical for Empire District not to consult with the neighbors. He replied that the situation that has affected most people is when they have to build a transmission line to a substation, since they are going across miles and miles and are affecting a lot of people. In this case, they are not building additional transmission lines, so they are not affecting additional people in that way. This site is in an undeveloped property, and Mr. Brown discussed the difficulties in making everyone happy, in that everyone needs electricity.

Mr. Landrith asked the City staff about the lack of protest percentage at this time, and Mr. Bolander replied that the percentage won't be available until the time of the City Council meeting. Under state statutes, the protest petitions actually come into play for the City Council's vote. If more than 30 percent of the property within 185 feet of the request is in protest, it takes two-thirds of the City Council pass a request, instead of a simple majority. This does not affect the vote of the Planning and Zoning Commission at all.

Mr. Landrith explained that this is about the third time this year that something like this has happened where something has been started before it ever came before the Planning and Zoning Commission or before the City Council. He knew that other cases should not influence this case, and he asked for Empire District and the residents to reach an agreement. He made the motion to deny the request.

Mr. Anderson voted against the motion. He would have liked to have seen this case tabled so Empire District and the area residents could have met together to study this and work out a solution that is really beneficial to all parties. He thought there were some legitimate concerns on behalf of the residents, but he thought it was important that they meet with Empire District to see if there is a solution.

PUBLIC COMMENT:

The following property owners appeared in opposition to this request:

Mr. Rodney Lewis, 2013 Highlander Drive, Joplin

Ms. Janet Kervian, 2012 Highlander Drive, Joplin

Ms. Cecilia Marshall, 6130 West Highland Drive, Joplin
Ms. Jeannie Lambeth, 6112 Ridgeview Court, Joplin
Ms. Lyla Page, 1924 Highlander Drive, Joplin
Dr. Justin Stilley, 6102 Scenic Avenue, Joplin
Dr. Ree Wells-Lewis, 2013 Highlander Drive, Joplin
Mr. Doug Doll, 5838 Ridge Trail, Joplin, representing Arvest Bank, who owns a large number of lots in Hidden Hills Subdivision
Ms. Doris Carlin, 218 South Sergeant Avenue, Joplin, a realtor who handles property sales in Hidden Hills Subdivision

They expressed concerns regarding the decrease in residential property values, the sustainable tax revenues for the City of Joplin, and a reduction in the financial liability to the City. They expressed concerns about the substation being in this area and the interference and noise that a substation generates, along with the additional traffic being generated by large trucks traveling through their neighborhoods to access the substation site. They expressed concern about only one access into Wildwood, The Highlands, and Hidden Hills Subdivisions.

The residents did not believe Empire District Electric Company is a good neighbor in that they have already cleared the property and did not visit with the neighbors before they embarked on this project. They discussed the large, beautiful homes in this area and chose to build their homes in this area because of the natural setting and the quiet area. They expressed concern that the substation may from time to time be enlarged to accommodate future growth. They also asked about some type of buffer between the neighborhood and the substation.

Those present in the audience asked about submitting protest petitions to the City Council, and Mr. Anderson encouraged those in opposition to complete a protest petition as soon as possible and forward it to the City staff so the City Council can hear their voices, whether they attend the Council meeting or not.

A question was raised from the audience regarding the protest petitions. Mr. Bolander explained that protest petitions from more than 30 percent of the property within 185 feet will require a two-thirds' vote by the City Council.

A question was raised about the sold property, since only 13 houses have been sold in this area. Mr. Bolander replied that the property doesn't have to be sold. It's a property owner, and there doesn't have to be a house on the property. He discussed the 185-foot boundary (red triangle) as shown on the City's map, but this doesn't mean the residents outside that boundary cannot submit a protest petition and to on the record to protest. This is guided by state statute and is the regulation the City of Joplin follows.

Z&P Meeting: August 13, 2012
City Council Meeting: September 4, 2012

STAFF PLANNING REPORT

CASE 070-12:

Petition the Council for a Special Use Permit (1st Request) for an electrical substation.

APPLICANT:

Empire District Electric Company

LOCATION:

Northwest of Hidden Hills Subdivision (west end of Highlander Drive)

PRESENT ZONING:

R-1 (Single-Family Residential)

PRESENT USE OF PROPERTY:

Undeveloped

PROPOSED LAND USE ACTIVITY:

Electrical substation

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 420'x 520' (5.01 acres)

	LAND USE	EXISTING ZONING
NORTH	Vacant	R-1
SOUTH	Vacant	R-1
EAST	Single-Family Residential	R-1
WEST	Vacant	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY, STREET CLASSIFACATION, AND RIGHT-OF-WAY WIDTH

Highlander Drive – 50'

IS OFF STREET PARKING PROVIDED?

No, off street parking is not required for an electrical substation.

IS AN OFF-STREET DROP-OFF / PICK-UP AREA REQUIRED? (FAMILY DAYCARE ONLY):

N/A

LEAD TEST RESULTS (DAYCARE ONLY):

N/A

DISCUSSION:

The applicant is requesting a special use permit for the development of an electrical substation. The property is zoned District R-1 (Single-Family Residential) and is adjacent to a single family subdivision to the east. The purpose of the substation is to serve future development in Joplin south of Interstate 44. Access to the site will be provided through an extension of Highlander Drive.

ADDITIONAL INFORMATION OR COMMENTS:

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Empire District Electric Company for the construction and operation of a substation northwest of the Hidden Hills Subdivision at the end of Highlander Drive.
2. The substation may, from time to time, be enlarged to accommodate future growth, but only within the boundaries of the legal description provided for the property.
3. The term of this permit is to be permanent.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of the City of Joplin.

RECEIVED
7-3-12

SPECIAL USE PERMIT APPLICATION

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.: 070-12
Filing Fee: $ 350.00
Date Advertised: 7-29-12
Date Notices Sent 7-30-12
Public Hearing Date: 8-13-12

APPLICANT: The Empire District Elect. Co. PHONE: 417-625-6544

ADDRESS: 602 Joplin Street ZIP: 64802

OWNER: Same PHONE: Same

ADDRESS: Same ZIP: Same

LOCATION OF PROPERTY: See drawing (Exhibit A)

LEGAL DESCRIPTION: See drawing (Exhibit A)

PRESENT ZONING CLASSIFICATION: R-1 ACREAGE: 5.01

PRESENT USE OF PROPERTY: Undeveloped

PROPOSED LAND USE ACTIVITY: Electrical Substation

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Undeveloped	R-1
South	Undeveloped	R-1
East	Undeveloped	R-1
West	Undeveloped	R-1

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.	☒	☐
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	☒	☐
3. Is found to be generally compatible with the neighborhood in which it is proposed.	☒	☐
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.	☒	☐
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.	☒	☐
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.	☒	☐

Should this special use be valid only for a specific time period? Yes ☐ No ☒

If Yes, what length of time? _____

JB

SIGNATURE: Jeff Brown DATE: 7/3/2012

BY: JEFF BROWN TITLE: MGR OF SUBSTATION ENGINEERING

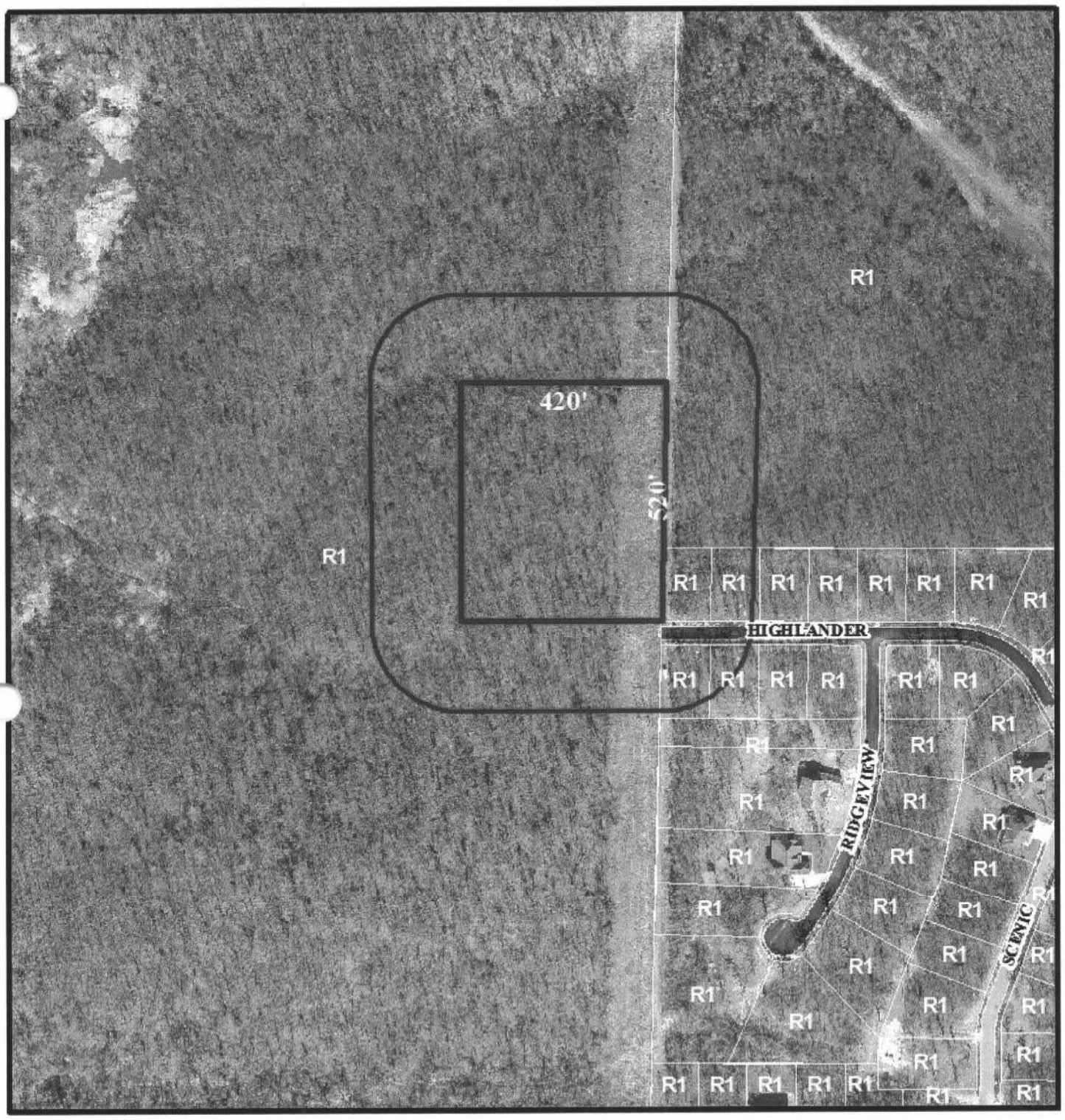
Attachments Required:

1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may effect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation. Continuous
2. Days of Operation. Continuous
3. Number of Off-street Parking Spaces. N/A
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) Company substation identification sign
5. Number of Assistants or employees. N/A
6. Nature of the Business. Electric utility substation
7. Location of the Business. See drawing (Exhibit A)

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.



Case 070-12: A request for a permanent Special Use Permit (1st request) for an electrical substation northwest of the Hidden Hills Subdivision. - Empire District Electric Company

N

Case 070-12: Northwest of Hidden Hills Subdivision -A request for a permanent Special Use Permit (first request) for an electrical substation – Empire District Electric Company.

Mr. Anderson opened the public hearing for Case 070-12.

Mr. Jeff Brown appeared representing Empire District Electric Company, P.O. Box 127, Joplin. He explained that with the relocation of Mercy (St. John's) Hospital at Interstate 44 and Main Street, the capacity of Empire District's existing substations in the area will be exceeded. So in order to handle the new load and anticipated growth and more reliability in the existing area, they need to site a substation in this location. They believe that the location in this request will be able to do that for Empire District.

Mr. Eastman asked Mr. Brown about a proposed plan showing the size, berming, and fencing. He replied that it will be similar to the substation at 26th Street and Moffet Avenue and will have only one transformer. He presented the commissioners a copy of the site plan for the proposed substation.

Mr. Anderson asked for additional questions from the commissioners, and none were received. He then asked for comments from the audience.

Mr. Rodney Lewis, 2013 Highlander Drive, Joplin, appeared in opposition to the request and thought that the commissioners share the residents' vision to repair the damage caused by the tornado, which would include supporting the plan for the new Mercy Hospital and the power needs for that hospital. He thought the commissioners share a vision for sustainable tax revenues for the City of Joplin, and also a vision to reduce the financial liability to the City.

Mr. Lewis thought the commissioners may have experienced personally the loss in financial investments and properties where they foresee particular areas zoned a particular way, with that changing and incurring a loss to them. They may have seen personally where they once had a quiet neighborhood, and now it's a little bit noisier than it was. Power substations may have caused interference with the commissioners' wireless networks, or with the lights that are constantly on at the power substation.

Mr. Lewis discussed the credibility of the planning process and of this commission to see that Empire District has already begun work on this project. They have already purchased the land and have already clear cut three acres. They have already brought in noisy trucks. The area residents certainly wouldn't want any other pains associated with this, but at least in terms of going forward, and the maintenance of the status quo that the property values in this area would remain the same.

Mr. Lewis explained that Hidden Hills is a very unique subdivision in Joplin and includes two different phases. Phase I contains 38 lots, with Phase II containing an additional 38 lots. He commented that Empire District's officials might state that a substation won't cause any noise pollution, won't reduce the residential property values, and won't cause any interference. They will state that they are good neighbors, but good neighbors would have heard from this commission and the residents who are concerned about the substation before they clear cut three acres of land or before they purchased the property. Good neighbors would have sought advice from the Hidden Hills Subdivision before they embarked on this project.

Mr. Lewis stated that good neighbors would not have knocked down the sign announcing the date of this meeting, in that the area residents had to actually inquire of the City as to what is happening when they noticed Empire District's trucks coming in and found out what was going on.

Mr. Lewis explained that the financial losses to the City of Joplin and the neighborhood are real. He stated that Arvest Bank owns a lot of properties in Hidden Hills and might incur at least a $500,000 loss, in that who wants to build a $700,000 home next to a power substation.

Mr. Lewis explained that by allowing a Special Use Permit on this R-1 (residential) zoned property, an exception is being made to create a commercial site next to this residential neighborhood. That would certainly reduce the property values in this neighborhood. A 25 percent loss in the property values in this area could amount to a $3 million loss in property value in this Hidden Hills neighborhood. That would mean a reduction in tax revenue for the City and would also mean a potential liability to the City in a taking that would have to be justified and recompensed to the people who have lost the value in these properties, with an annual loss of $50,000 in tax revenue per year or $1.5 million every 10 years in lost tax revenue. The total liability for the City, because of the taking, might be as much as $3.5 million.

Mr. Lewis discussed the conflict in the vision that everyone shares to repair the economic damage caused by the tornado. They share the support for the new Mercy Hospital and certainly want to repair all the damage that has been done, but he discussed the need for sustainably and improved tax liabilities for the City of Joplin. He expressed the need to make sure that there is no financial liability to the City because of any taking.

Mr. Lewis discussed the alternative of moving the power substation 1,000 feet to the west or 2,000 feet to the north, with this reducing the liability to the City of Joplin as well as provide for sustained tax revenue.

Mr. Eastman asked Mr. Lewis if he has seen the drawing of what Empire District is proposing to do, and he replied that he has.

Ms. Janet Kervian, 2012 Highlander Drive, Joplin, appeared in opposition and asked about the size of the substation. She called Empire District to find out what was happening, and they informed her that the substation was to be the same size as the substation at 24th Street and Connecticut Avenue. She expressed concern that now they are stating it will be the size of the substation at 26th Street and Moffet Avenue. She did not know if they are two different sizes, but she assumes that the one at 26th and Moffet is probably bigger.

Ms. Kervian explained that things are somewhat shady, in that Empire District began cutting down all the trees. She stated that the sign announcing the date of this meeting was on the ground, and it is very upsetting to her that Empire District would go ahead and do this before they even received the permit for the substation. She asked where Empire District will bring their equipment in, and if they are going to come down Highlander Drive with all that concrete and materials for the substation. She stated that they will destroy the roads completely with probably 100 concrete trucks to make a slab for the substation.

Ms. Kervian asked about the noise from the substation and stated that she has listened to the substation at 24th and Connecticut, and it does make noise. She asked how much noise the

proposed substation will generate. She asked about the size of the substation before Empire District received the permit to build it.

Ms. Kervian expressed concern about the traffic and discussed the City's staff report comment that the substation may from time to time be enlarged to accommodate future growth. She expressed concern about Empire District increasing the size of the substation in two years. She thought Empire District should have kept some of the trees and placed the substation behind the trees for aesthetics, but they cleared everything flat. She asked if they plan some type of buffering to cover it, and not just small vegetation like the substation at 24th and Connecticut.

Ms. Cecilia Marshall, 6130 West Highland Drive, Joplin, appeared in opposition and explained that she owns the last house before the Hidden Hills Subdivision begins. When she first saw the property being cleared, she got excited because the area residents have been waiting for a long time to have an additional access out of the neighborhood. She thought this was the beginning of the preparation for another roadway, and with Mercy Hospital going in, the residents thought now is the time that they are finally getting a second entrance and exit out of these neighborhoods.

Ms. Marshall explained that there is only one way in and out of Wildwood, The Highlands, and Hidden Hills, and that has been a problem for emergency response and will continue to be. Her biggest concern is what impact this will have on the future construction of a roadway if the substation being placed where the residents thought there would be a roadway. She expressed concern about all the truck traffic with the new development and the fact that there doesn't seem to be any effort to set the substation back, but that it is right up again where the residential lots end.

Ms. Jeannie Lambeth, 6112 Ridgeview Court, Joplin, appeared in opposition to the request and explained there her property just south and a little bit east of the property in this request. She also thought Connecticut Avenue was being extended to provide access to the neighborhood and make it more desirable until she received a call about the substation being placed there. She built her home three years ago and chose Hidden Hills because of the natural setting and the quiet area. She is really disappointed that the substation is going in, and she hoped it isn't too late to move it one way or another or stop this action.

Ms. Lyla Page, 1924 Highlander Drive, Joplin, appeared in opposition to the request and explained that her home is the last house on Highlander Drive before the dead end. She is a realtor and a tornado victim, and she built her home in this area because she loved the setting. She discussed other areas where she has shown property and explained that people refuse to look at housing at Zora Street and St. Louis Avenue because of the substation there.

Ms. Page has personally witnessed people driving by looking at the houses and the lots for sale in Hidden Hills that are now owned by Arvest Bank. At least two people have stopped and asked her if Connecticut Avenue is coming through, and when she tells them it is a substation, they leave. She stated that with the types of homes in this area, she just doesn't think it's the right place for the substation. She expressed concern about the decrease in residential property values.

Dr. Justin Stilley, 6102 Scenic Avenue, Joplin, appeared in opposition to the request and explained that he also resides in Hidden Hills. He resides slightly to the south and east of this potential development. His family was also affected in the tornado last year, and he knows Empire District

is a prominent figure in this community, and that they have had to undergo many changes as a result of the tornado, but also our residents as well.

Dr. Stilley purchased his property not long after the tornado, with one of his desires being having a home where there were deer, and where he could not see the city lights. He thought about what this will do to the City of Joplin as far as the loss of potential future income. He explained that this area is currently on the south end of Joplin but technically in the Joplin city limits, and very close to where people would also be looking areas that would be outside the city limits. People who are considering building in the south side may not end up in this area as a result of the substation.

Dr. Stilley explained that there are many residential lots in this area, with at least three homes for sale in very close proximity to this potential development. These are nice homes like you would see in Callaway Ridge, Roanoke, and the subdivision behind Northpark Mall. He stated that it certainly a detriment to the area to think about the substation coming into this area.

Dr. Stilley knew that Empire District has had a lot to deal with, but he is greatly concerned about the fact that the substation has the potential to grow as time goes on, and he appreciated the commissioners knowing the residents' concerns. He presented to the commissioners copies of plats showing the homes in this neighborhood.

Dr. Ree Wells-Lewis, 2013 Highlander Drive, Joplin, appeared in opposition to the request and appreciated the opportunity to share her concerns with the commissioners. She is adamantly opposed to this proposed substation. She explained that the area was being cleared for the substation as recently as over two weeks ago. She felt like that was not being a good neighbor on Empire District's part.

Dr. Wells-Lewis understood that Empire District had to obtain permission from the Department of Natural Resources in order to clear land that's over an acre large, and yet they knew that the intended purpose of that was to clear off up to five acres at the end of her street. Her house is within 1,000 feet of the property that is being cleared.

Dr. Wells-Lewis explained that this is a neighborhood with $500,000 homes and more lots for sale actually then there are homes there now. Each of the residents pays significant local taxes, such as Joplin R-8 school taxes, based on the size of their homes. She selected her home for the exclusion, for the beauty, and for the peace. She stated that Hidden Hills has a building covenant, in that the residents cannot even build or erect a chain link fence, and now, at the end of her street, is a proposed substation that could vary in size. She understood that the substation may from time to time be enlarged to accommodate future growth. The area residents are dismayed about the possibility of a small substation.

Dr. Wells-Lewis explained that there were options, in that there are trees in every direction from her neighborhood. She thought there were other areas where Empire District could have placed this substation still within shot of those other major overhead lines, but not right on the edge of her neighborhood. She stated that many children are represented in this neighborhood, and that over half of the lots are still for sale, encouraging large, beautiful homes.

Dr. Wells-Lewis has four children and could have gone to many other neighborhoods, but that when she drove through Hidden Hills, she loved what it felt like to see other people's children in

the street and walking dogs, with everyone hiking and biking around the neighborhood. For the last weeks, it has been a noisy, dangerous mess with large trucks going in and out, even before this public hearing. Empire District has already made the decision to wipe out the acreage of 40 to 50-year old trees in that growth. Had they just taken some time, then perhaps they could have made a decision of placement a couple of thousand feet further north.

Dr. Wells-Lewis explained that the City's map does not show how large that clearing is. She stated that a fair amount of research has been done on the noise pollution, the light pollution at night, and the electromagnetic influence. Some scientists have found consequences to the sleep patterns of people who live between 1,000 and 2,000 feet from substations.

Dr. Wells-Lewis thought there were other options, and this was an option that was made, and it's already being forced, also she still thinks there is time to make a change. She still believes that the substation doesn't have to occur at that location.

Dr. Wells-Lewis had an opportunity, when she called Empire District after a neighbor told her this was happening, and she turned her concerns over to two Empire employees, including Mr. Bob Barchak, who is the manager over this land administration. She appreciated him visiting with her, but he stated that substations don't make any noise and that the substation is not going to negatively affect the values of the residential properties or the aesthetics. When she protested, he basically said, "Well, if we didn't do some things that upset some people, then we wouldn't have progress now, would we?"

Dr. Wells-Lewis disagrees with that, in that this is not just upsetting some people, but this is altering the quality and the experience of existing homes, and it's like the "kiss of death" for any other potential home buyers who may have chosen Hidden Hills for their future homes.

Dr. Wells-Lewis composed a flyer for some of her neighbors and would like to present this to the commissioners to express some of their concerns about what the potential negative consequences for their neighborhood would be.

Mr. Anderson asked Dr. Wells-Lewis if any of the neighbors have signed a petition of protest, and she just learned that there was such a thing. She went to the fourth floor prior to this meeting and picked up the one-page copies to distribute to the neighbors who are present for this meeting. She also represents many neighbors who are not present, since some work and weren't able to attend the meeting at 4:00 o'clock. She will distribute the petitions to the neighbors. She asked if it is necessary to have the petitions notarized, and Mr. Anderson replied that is correct.

Dr. Wells-Lewis was sure that petitions will be signed by every neighbor present at this meeting and the many more neighbors who are not present. She asked for the deadline for the submittal of the petitions and what would happen to the petitions once they are delivered to City Hall.

Mr. Anderson explained that the petitions should be delivered to the City staff. Dr. Wells-Lewis asked if they would be given to the City Council for their review prior to their public hearing. Mr. Anderson replied that they will be part of the public record, and that anyone who wants to sign a petition is free to do that. They need to do that probably as soon as possible.

Mr. Doug Doll, 5838 Ridge Trail, Joplin, appeared in opposition to the request and explained that he is the market president for Arvest Bank here in the Joplin region. He stated that Arvest Bank is a large property owner in Hidden Hills, and he expressed concern about what the substation will do to the marketability of the property. He has four lots within 185 feet of the property in this request, and he expressed concern about how they might be impacted from a market value standpoint. He doesn't reside in the subdivision, but if he did live here, he would have a lot of same concerns that the residents do there.

Mr. Doll explained that with Arvest Bank being a large property owner, he wants the residents who live there to be happy, because the bank is their neighbor, and they hope to sell some additional properties so the residents can have more neighbors in a beautiful neighborhood. He just doesn't have a feel for what the impact of this substation will be. He did not know about the environmental aspects of the substation, or the noise, but he did know from an aesthetic standpoint probably a valid reason for concern there.

Ms. Doris Carlin, 218 South Sergeant Avenue, Joplin, appeared in opposition to the request and explained that she is a realtor who handles property sales in Hidden Hills. She asked if the second reading will be on Tuesday, September 4, and if this hearing will be before the Planning and Zoning Commission. Mr. Anderson replied that the City Council will hear this request on Tuesday, September 4, due to the Labor Day holiday on Monday.

Ms. Carlin knew that just about every household in Hidden Hills does have children. She understood that Empire District has acquired, or is in the process of acquiring, an easement for ingress and egress. She hoped that if this is approved, it might be done perhaps with contingencies that these neighbors get to continue their quiet, residential neighborhood, and that Empire District would use their easement for concrete and delivery trucks through wherever it is that they plan to have ingress and egress.

Ms. Carlin thought that Empire District could have some type of buffer between the neighborhood and the substation, whether it be tall cypress trees or privacy fencing, for the aesthetics of the neighborhood. She expressed concern about the children who live in the neighborhood, and the families that she has sold homes to in the past. She requested looking at a possible compromise to the neighborhood and for the neighbors as they continue to live in the homes that they have purchased.

Mr. Harrington asked Ms. Carlin, when Ron Smith platted Phase I, if he also platted Phase II to the west of this. Ms. Carlin asked if this is to the west of Empire District's current easement, and Mr. Harrington replied the property to the west.

Ms. Carlin stated that nothing to the west of Empire District's easement is currently platted, and Mr. Bolander explained that this subdivision doesn't extend any further than it does now.

Ms. Carlin explained that the subdivision ends at Empire District's current easement, with nothing to the west being platted. She stated that all the construction trucks are going through a neighborhood for which there is only one way in and one way out, and it is causing a lot of traffic. She thought the larger trucks would play havoc on the streets, which she assumes now belong to the City of Joplin. She thought if Empire District could use their own ingress and egress, that would certainly be helpful to their quiet enjoyment as neighbors.

Dr. Wells-Lewis explained that it is not just one neighborhood, but actually three neighborhoods, being Wildwood, The Highlands, and Hidden Hills. Ms. Carlin stated that this is correct, in that there are three neighborhoods.

Ms. Carlin explained that Range Line Road provides the only access to these three neighborhoods, being Wildwood, The Highlands, and Hidden Hills.

Dr. Wells-Lewis explained that from the entrance into the neighborhoods, there are two and one-half miles of residential streets where you take right turns and left turns. She stated that the roadway is hilly and curvy, with a distance of two and one-half miles from Range Line Road to her house and the location of Empire District's property. She expressed concern about the huge earth movers and other trucks that have been going in and out for over two weeks now.

Mr. Anderson asked for additional comments in opposition, and none were received. He then closed the public hearing for Case 070-12 and asked for questions from the commissioners for the City staff and those present in the audience.

Mr. Duncan asked Mr. Bolander about the potential for any additional egress into this area, and he replied that the long-term plan is to extend Connecticut Avenue. He did not believe Empire District's easement is the ideal location to send Connecticut south, but that the long-term plan is to wrap the roadway around this property, so the substation would not interfere with the extension of Connecticut.

Mr. Bolander discussed the future plans to extend Highlander Drive to the west as the property to the west develops to provide a secondary access to the Hidden Hills subdivision. He noted that the Planning and Zoning Commission heard similar comments from residents to the east about Hidden Hills when it was originally platted, with regard to traffic coming through their neighborhoods and affecting the trees and wildlife in the area. He explained that there are long-term plans to have a second way in and out of Hidden Hills subdivision since that is an issue.

Mr. Eastman asked about a timeframe for that happening. Mr. Bolander replied not at this time, but that it is dependent upon the development of property to the west. Mr. Eastman commented that it is pretty expensive to extend roadways across Silver Creek, and Mr. Bolander replied that is correct.

Mr. Smith asked Mr. Brown about any alternative sites, and he replied that Empire District looked at this long and hard. He explained that it is difficult to site a substation because of concerns. He discussed the existing 161,000 volt transmission line that goes up to the substation at 24th Street and Connecticut and then on from there. This site allows Empire District to locate the substation underneath the transmission line, so they don't have to construct any additional transmission lines over to and back from the substation. This allows Empire District to tap that line slightly to the west, but the substation will essentially lie underneath the transmission line and then over on the west side.

Mr. Brown explained that not only can Empire District go north up to serve the new hospital, but they can also go up north with a distribution line to serve any additional growth. They can go east into the Hidden Hills subdivision and increase the reliability of their subdivision service. They can also go south from that location and tie into an existing line on River Road.

Mr. Brown explained that the topography is not in Empire District's favor since the terrain is very hilly in this area. He discussed the difficulty of locating a substation on a hilly site. He stated that the property in this request is a spot in those hills where they could actually find a place to erect a substation. Empire District looked at some other locations and thought this was the location they felt was most positive.

Mr. Eastman asked Mr. Brown about the status of property that Empire District owns at 43rd Street and Connecticut Avenue. He replied that that own a small site there, but that site still didn't allow them the flexibility that the proposed site allows. They thought it was too close to the site at 24th Street and Connecticut, and they needed to locate further south to be able to do everything they wish to do.

Mr. Smith understood that Empire District purchased five acres, and Mr. Brown stated that is correct. Mr. Smith asked about the possibility of shifting the substation away from the residents more, and Mr. Brown replied that the hill starts falling off pretty hard. He expressed the need for fairly level land to erect a substation, in that it becomes very expensive. Because of the close proximity of the transmission line and not having to build a transmission line, they just felt like the property in this request was the better location.

Mr. Smith asked Mr. Brown why Empire District would cut down all those trees until they received the Special Use Permit. He replied that they didn't push a tree down until they had written permission from the City of Joplin to do so. They have a permit from the Department of Natural Resources and did have written permission from the City to go ahead.

Mr. Brown explained that time is of the essence on this project because of Mercy's construction phase. Empire District needs to get this substation built. They are not assuming that they will get the Special Use Permit, but in order to keep their timeframe going, they felt like they needed to go ahead and do that clearing. With that clearing being done, they can go ahead and have a topographical survey of the site done again so they can further their design. They didn't do that until they had permission.

Mr. Brown addressed the public notice sign that was knocked down, he was not aware of anyone from Empire District knocking the sign down since that wouldn't serve in their interest.

Mr. Smith asked Mr. Brown if any buffering is show on their plan, and he replied that there is not. He explained that a buffer presents both a safety and a security problem. Empire District's staff must be able to see into their substations to see that there is not somebody in there who shouldn't be in there. He stated that thieves like to steal copper, and they have cut their fences to enter their property in the past.

Mr. Brown addressed the concerns regarding the construction road, and he understands that the temporary construction road easement will be signed with Mr. Aggus to allow Empire District access the easement, but the actual roadway has not been constructed. The route will come in on Mr. Aggus' drive on River Road and make its way up into the substation side from the west side.

Mr. Brown stated that Empire District has obtained verbal permission from Mr. Aggus, with the easement to be signed this week to allow Empire District to bring construction trucks and major material trucks through that construction road. Mr. Aggus will have permission to use that

roadway during situations in the future for any type of construction or emergency-type situation involving a high traffic volume. This will be a gravel roadway through his property.

Mr. Brown did some research on noise and explained that the transformer is what makes the noise in a substation. He contacted the manufacturer of the type of transformer Empire District would be installing there, with 2 stages of cooling, so it can 71 DV, 73 DV, and up to 74 DV at the most, if all stages of fans are on. One website he consulted said that 75 DV is comparable to a toilet flushing or a vacuum cleaning running. This activity would be contained within the fenced area of the substation. Mr. Brown commented that the ambient noise of an office atmosphere is anywhere from 45 DV to 75 DV.

Mr. Duncan asked Mr. Brown about the schedule for construction and the completion date on the project. He replied that Empire District would like to have it completed by the middle of 2013. Ideally, they would like to begin construction late this fall with the actual site work. He stated that it takes eight to nine months to construct a substation.

Mr. Duncan asked Mr. Brown about the timeframe for getting the construction road ready for use. He replied that once they have the easement signed for the roadway, Empire District can begin construction of the roadway immediately. He wasn't aware of the number of trucks passing through the residential subdivision but understood that the bulldozers were being taken through Mr. Aggus' property.

Mr. Duncan asked Mr. Brown if it is typical for Empire District not to consult with the neighbors. He replied that the situation that has affected most people is when they have to build a transmission line to a substation, since they are going across miles and miles and are affecting a lot of people. In this case, they are not building additional transmission lines, so they are not affecting additional people in that way. This site is in an undeveloped property, and Mr. Brown discussed the difficulties in making everyone happy, in that everyone needs electricity.

Mr. Landrith asked the City staff about the lack of protest percentage at this time, and Mr. Bolander replied that the percentage won't be available until the time of the City Council meeting. Under state statutes, the protest petitions actually come into play for the City Council's vote. If more than 30 percent of the property within 185 feet of the request is in protest, it takes two-thirds of the City Council pass a request, instead of a simple majority. This does not affect the vote of the Planning and Zoning Commission at all.

Mr. Anderson encouraged those present in the audience to complete a protest petition and express your comments as soon as possible for the City Council.

A question was raised from the audience regarding the protest petitions. Mr. Bolander explained that protest petitions from more than 30 percent of the property within 185 feet will require a two-thirds' vote by the City Council.

A question was raised about the sold property, since only 13 houses have been sold in this area. Mr. Bolander replied that the property doesn't have to be sold. It's a property owner, and there doesn't have to be a house on the property. He discussed the 185-foot boundary (red triangle) as shown on the City's map, but this doesn't mean the residents outside that boundary cannot submit

a protest petition and to on the record to protest. This is guided by state statute and is the regulation the City of Joplin follows.

Mr. Anderson explained that this gives the City Council a different set of criteria in what they must do to either vote to approve the request or to deny it. He appreciated everyone's comments and entertained a motion for Case 070-12.

Mr. Landrith explained that this is about the third time this year that something like this has happened where something has been started before it ever came before the Planning and Zoning Commission or before the City Council. He knew that other cases should not influence this case, and he asked for Empire District and the residents to reach an agreement.

MR. LANDRITH MOVED, SECONDED BY MR. EASTMAN, THAT CASE 070-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR DENIAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. EASTMAN, MR. DUNCAN, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; WITH MR. ANDERSON AND MR. HARRINGTON VOTING "NAY"; AND WITH MR. GILSTRAP BEING ABSENT (4 IN FAVOR, 2 OPPOSED, AND 1 ABSENT).

Mr. Anderson would have liked to have seen this case tabled so Empire District and the area residents could have met together to study this and work out a solution that is really beneficial to all parties. He thought there were some legitimate concerns on behalf of the residents, but he thought it was important that they meet with Empire District to see if there is a solution.

Mr. Anderson encouraged those in opposition to complete a protest petition as soon as possible and forward it to the City staff so the City Council can hear their voices, whether they attend the meeting or not.

P & Z Case 070-12
Empire District Electric Company
(P & Z Recommended Denial)

RESOLUTION NO. 2012-023

A RESOLUTION granting a Special Use Permit (First Request) to Empire District Electric Company for an electrical substation located northwest of Hidden Hills Subdivision, in the City of Joplin, Newton County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on August 13, 2012, recommended that a Special Use Permit be granted to Empire District Electric Company for an electrical substation located northwest of Hidden Hills Subdivision, in the City of Joplin, Newton County, Missouri.

WHEREAS, a public hearing was held before the City Council on September 4, 2012, in compliance with said request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, as follows:

That a Special Use Permit be granted to Empire District Electric Company for an electrical substation located in the City of Joplin, Missouri, on the following described real estate, to-wit:

> A tract of land in part of the Northeast Quarter of Section 35, Township 27 North, Range 33 West, in the City of Joplin, Newton County Missouri, being more fully described as follows: Commencing at a found iron pipe at the Southeast corner of the Northeast quarter of said Section 35; thence along the East line of the Northeast quarter of said Section 35, N01°28'41"E, 1156.60 feet to a point on the North right of way of Highlander Drive, said point being the Southwest corner of Lot One of the Hidden Hills Subdivision Plat #2, also being the point of beginning; thence N89°39'51"W, 420.00 feet; thence N01°28'41"E, 520.00 feet; thence S89°39'51"E, 420.00 feet more or less to the East line of the Northeast quarter said Section 35; thence S01°28'41"W along the East line of the Northeast quarter of said Section 35, 520.00 feet to the North right of way line of Highlander Drive and the point of beginning.

and the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Empire District Electric Company for the construction and operation of a substation northwest of the Hidden Hills Subdivision at the end of Highlander Drive.

2. The substation may, from time to time, be enlarged to accommodate future growth, but only within the boundaries of the legal description provided for the property.

3. The term of this permit is to be permanent.

4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.

5. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Empire District Electric Company, in accordance with the plans and specifications on file in the Office of the Building Official.

The City Clerk is hereby ordered to file this Resolution 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 _____ day of _____, 2012.

_____
Melodee Colbert-Kean, Mayor

ATTEST:_____
Barbara L. Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: COUNCIL BILL NO. 2012-306
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DRH	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-27-12
City Manager: R. Mark Rohr RMR	Date: 8-27-12
Board or Commission: Planning and Zoning Commission MW	Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended striking this case from the agenda by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 071-12 Northeast corner of St. Louis Avenue and Zora Street - A request to rezone from District R-1 (Single Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for future commercial development – Patsy Loyd.

STAFF SUMMARY:
The planned rezoning and development plans will create the potential for retail-commercial development near residential properties. The proposed rezoning may have a detrimental effect on adjacent residential properties by creating additional light, noise, and traffic.

The proposed rezoning is not consistent with the current development patterns and policies of the City of Joplin. The applicant has no development plans for the site and is rezoning the property to market the site as commercial. The applicant believes that the property is too difficult to develop as single-family due to its location at an intersection of two arterials.

Staff recommends denial of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander has received a request to strike this case from the agenda, but the case has been advertised as a public hearing, so the commissioners must proceed with that hearing.

PUBLIC COMMENT:
None.

Z&P Meeting: August 13, 2012
City Council Meeting: September 4, 2012

STAFF PLANNING REPORT

CASE 071-12:

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

APPLICANT:

Patsy Loyd

LOCATION:

Northeast Corner of St. Louis Avenue and Zora Street

PRESENT ZONING:

R-1 (Single-Family Residential)

REQUESTED ZONING:

C-1 PD (Neighborhood Commercial, Planned Development)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 250' x 145' (34,750 square feet or 0.717 acres)

FLOOD PLAIN

Zone X (Area of minimal flooding)

SITE	LAND USE	EXISTING ZONING
NORTH	Single-Family Residential	R-1
SOUTH	Vacant	C-1 PD
EAST	Single-Family Residential	R-1
WEST	Electrical substation	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

St. Louis Avenue
St. Charles Avenue
Zora Street

CLASSIFICATION OF STREET(S)

St. Louis Avenue – Arterial
St. Charles Avenue – Local
Zora Street – Arterial

RIGHT-OF-WAY WIDTH

St. Louis Avenue – 60'
St. Charles Avenue – 50'
Zora Street – 105'

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

No.

UTILITIES:

The property has access to utilities.

CONSISTENT WITH FUTURE LAND USE MAP?

No. The Future Land Use Map designates this property as Low-Density Residential.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

No.

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

This property is not suited for commercial development at this time.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans will create the potential for retail-commercial development near residential properties. The proposed rezoning may have a detrimental effect on adjacent residential properties by creating additional light, noise, and traffic.

DISCUSSION

The proposed rezoning is not consistent with the current development patterns and policies of the City of Joplin. The applicant has no development plans for the site and is rezoning the property to market the site as commercial. The applicant believes that the property is too difficult to develop as single-family due to its location at an intersection of two arterials.

Staff recommends denial.

RECEIVED
7-3-12

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 071-12
Filing Fee: $350.00
Date Advertised: 7-29-12
Date Notices Sent: 7-30-12
Public Hearing Date: 8-13-12

APPLICANT: Patsy Loyd PHONE: 417-499-0240
ADDRESS: 202 E 32nd St Suite C ZIP: 64804
OWNER: Ed Loyd Construction Co Inc. PHONE: 417-499-0240
ADDRESS: 202 E 32nd St Suite C ZIP: 64804
LOCATION OF PROPERTY: NE Corner Zora & St. Louis
LEGAL DESCRIPTION: ATTACHED
PARCEL ID # 16702530004057013

Present Zoning: Residential Requested Zoning: C1PD Acreage: 0.717
Present Use of Property: unused - vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Single family Residential	R-1
South	Vacant	C-1 PD
East	Single family Residential	R-1
West	Substation	R-1

CHARACTER OF THE NEIGHBORHOOD: Each Corner of the Zora & St. Louis intersection is either vacant or used commercially or industrial use

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
No, it would be used by existing neighborhood & compliment
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain: Yes
IT'S DIFFICULT TO BUILD & SELL HOMES ON BUSY INTERSECTIONS

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: Zora, St Louis, St. Charles
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No more than any other street off Zora

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

due south, east of this property is a vacant outlot
Southeast is vacant land & a park area for walking Trail
Southwest is a Com. Warehouse & West is Empire Electric transmission area.

SIGNATURE: Patsy Lord DATE: 7/3/12
BY: Sue Baldwin
TITLE: REO Agent

(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 071-12: A request to rezone a property from R-1 (Single-Family Residential) to C-1 PD (Neighborhood Commercial - Planned Development) located at the northeast corner of St. Louis Avenue and Zora Street for future commercial development. - Patsy Loyd

N

Case 071-12: Northeast corner of St. Louis Avenue and Zora Street - A request to rezone from District R-1 (Single Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for future commercial development – Patsy Loyd.

Mr. Anderson opened the public hearing for Case 071-12.

Mr. Bolander has received a request to strike this case from the agenda, but the case has been advertised as a public hearing, so the commissioners must proceed with that hearing.

Mr. Anderson asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 071-12.

MR. HARRINGTON MOVED, SECONDED BY MR. DUNCAN, THAT CASE 071-12 BE STRICKEN FROM THE AGENDA. THE MOTION CARRIED, WITH MR. ANDERSON, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. GILSTRAP BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: COUNCIL BILL NO. 2012-307
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 8/24/2012
City Attorney: Brian Head — Date: 8-27-12
City Manager: R. Mark Rohr — Date: 8-27-12
Board or Commission: Planning and Zoning Commission — Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended approval to amend the request to rezone to District C-1-PD by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 072-12: 5227 Hearnes Boulevard and adjacent properties - A request to rezone from District R-1 (Single Family Residential) to District C-1 (Neighborhood Commercial) for future commercial development – Dr. Jay Joseph, Z-Four LLC, and Richard Beckham.

STAFF SUMMARY:
The proposed rezoning is consistent with development patterns and policies of the City of Joplin. The properties are located at the southern end of the South Main Street Corridor in the 2012 Comprehensive Plan update. The properties are expected to develop as medical offices with supporting retail near the new Mercy Hospital campus at the northeast corner of 50th Street and Hearnes Boulevard.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Tyler Peck, H-Design Group, appeared representing Dr. Joseph and Mr. Richard Beckham. Mr. Peck explained that Dr. Joseph has purchased the 1.65 acre property which currently is zoned residential. The intention for rezoning is to construct a dental clinic facility. That structure will be single-level with a walk-out area for a lease space for another medical or a dental area in the lower level.

Mr. Peck explained that when Dr. Joseph first purchased the property, there was more acreage than the 1.65 acres, in which the Missouri Department of Transportation (MoDOT) acquired additional right-of-way and basically shrank that property to make it a little bit tighter as far as

the development that Dr. Joseph originally intended to do on that property. Dr. Joseph was also trying to acquire the adjacent properties around him, to allow for his building and parking.

Mr. Peck explained that the south site is currently residential, with a heavily wooded area between Dr. Joseph's property and the property to the south. There is also a significant grade change, with a very strong natural buffer currently between those two properties. The largest property to the east contains a grade change and a heavily wooded area that occurs against the existing residential area. At this time, Mr. Peck does not know how that property will be developed, but it will probably contain office/medical structures.

Mr. Peck has made contact with MoDOT with regard to what would be occurred with regarding to Dr. Joseph's expansion. They aren't currently planning any construction in front of the property in this request, so the developer will be working with MoDOT and the City of Joplin regarding the entrance to this parcel. The entrance would have to serve the east property and possibly the north property that is currently zoned C-0-PD. They would be extending water, sewer, and gas service to the property.

Mr. Eastman asked Mr. Peck about a drawing for the proposed building, and he did not have a drawing available at this time. He explained that the proposed product contains a mixture of brick, masonry, and possibly some metal panels. The building will be a single-story structure, very medical appearing, but not a tall structure with a flat roof. The highest parapet structure is about 17 feet tall.

Mr. Eastman asked Mr. Peck about one or two more buildings potentially on the site, and he replied that this 1.65 acre site is originally for the MoDOT acquisition. The intention was to have an approximately 12,000 square foot structure and a 3,000 square foot structure. After reviewing the plans and the parking, the developer will be focusing on probably a single structure. The topography lends itself to the back area being a walk-out basement for lease space for another dental clinic or a medical office.

Mr. Eastman asked Mr. Peck if he would be opposed to a planned development (PD) district, and he did not believe the owners would have a problem with a planned district. He realized that the fewer restrictions apply to the straight commercial zoning, but he thought he could make everything work with the acquisition of all three properties.

Mr. Smith asked if the property zoned C-0-PD is part of the purchase, and Mr. Peck replied that it is owned by somebody else. He understood that property was still zoned residential. He thought a larger setback would be required for the driveway, with the City of Joplin wanting access to other parcels. A joint access driveway easement must be created to serve the other parcels.

PUBLIC COMMENT:
None.

Z&P Meeting: August 13, 2012
City Council Meeting: September 4, 2012

STAFF PLANNING REPORT

CASE 072-12:

Petition the Council to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) for a future commercial development.

APPLICANT:

Dr. Jay Joseph, Richard Beckham, Tyler Peck

LOCATION:

5227 Hearnes Boulevard and adjacent property

PRESENT ZONING:

R-1 (Single-Family Residential)

REQUESTED ZONING:

C-1 (Neighborhood Commercial)

EXISTING CONDITIONS:

PROPERTY SIZE

Two parcels (1.65 acres, 11.57 acres)

FLOOD PLAIN

Zone X (Area of minimal flooding)

SITE	LAND USE	EXISTING ZONING
NORTH	Educational/College	C-3
SOUTH	Single-Family Residential	R-1
EAST	Single-Family Residential	N/A (Leawood)
WEST	Single-Family Residential	R-1, C-3

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

Hearnes Boulevard

CLASSIFICATION OF STREET(S)

Hearnes Boulevard - Arterial

RIGHT-OF-WAY WIDTH

Hearnes Boulevard – 110'

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

No.

UTILITIES:

The property has access to utilities.

CONSISTENT WITH FUTURE LAND USE MAP?

No. The Future Land Use Map recommends low-density residential along this section of Hearnes Boulevard. Properties north and west of the properties are recommended for retail and commercial uses.

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.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is consistent with development patterns and policies of the City of Joplin. The properties are located at the southern end of the South Main Street Corridor in the 2012 Comprehensive Plan update. The properties are expected to develop as medical offices with supporting retail near the new Mercy Hospital campus at the northeast corner of 50th Street and Hearnes Boulevard.

Staff recommends approval.

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 072-12
Filing Fee:
Date Advertised: 7-29-12
Date Notices Sent: 7-30-12
Public Hearing Date: 8-13-12

APPLICANT: TYLER PEELE / H DESIGN GROUP PHONE: 417-887-6595
ADDRESS: 5051 S. NATIONAL STE 7A, SPRINGFIELD MO ZIP: 65810
OWNER: RICHARD BECKHAM PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: ADJACENT TO 5227 HEARNES BLVD, JOPLIN, MO
LEGAL DESCRIPTION: BOOK 343 PAGE 91

Present Zoning R-1 Requested Zoning: C-1 Acreage:
Present Use of Property: VACANT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	R-1 / VACANT	R-1
South	R-1 / RESIDENCE	R-1
East	R-1 / VACANT	R-1
West	R-1 / VACANT	R-1

CHARACTER OF THE NEIGHBORHOOD: MIXED USE W/ RESIDENTIAL AND COMMERCIAL USE.

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:
PROPERTY LOCATION ADJACENT TO HIGHWAY MAKE SUITABLE FOR COMMERCIAL ZONING.

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: HEARNES BLVD / HWY 86
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: NA
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

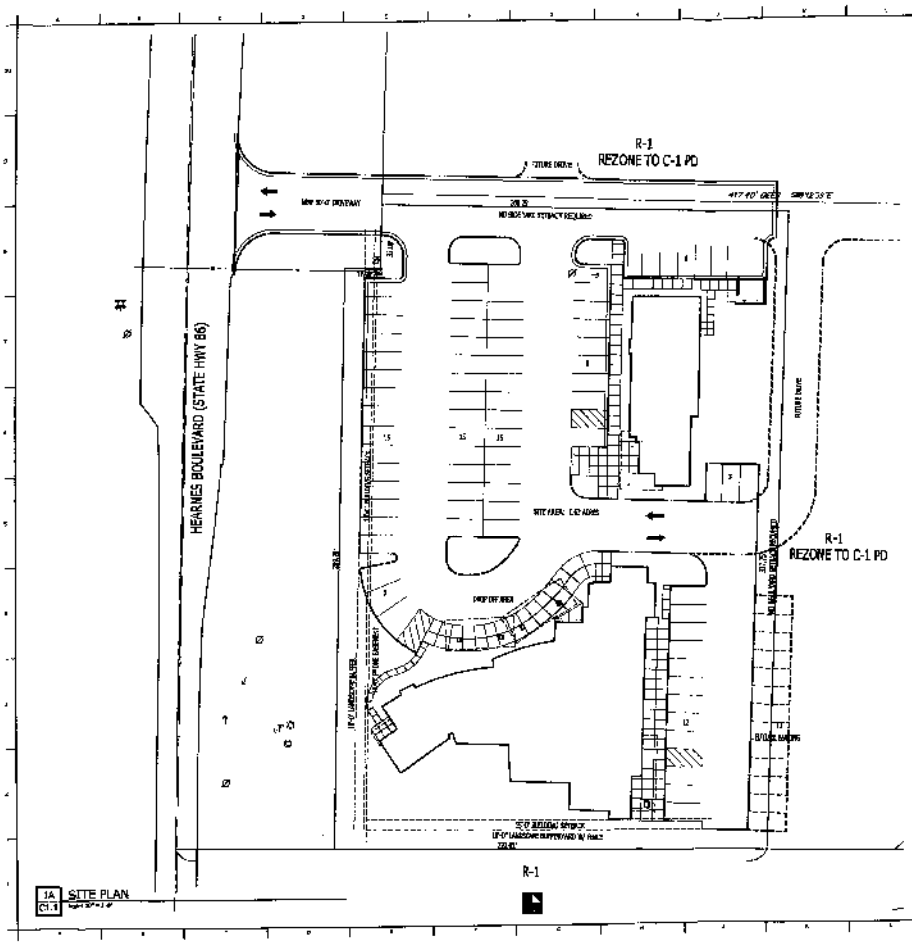
IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? _____
2. Properly Sized Street Right-of-Way? NA
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? YES
   - Gas? YES
   - Sewers? YES
   - Water? YES
5. Additional Comments: NO ACCESS TO HWY WITHOUT JOINT DRIVEWAY AGREEMENT.

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 8-7-12
BY: TROY S. PEAK
TITLE: PROJECT ADMINISTRATOR

(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.)



DESIGN
ARCHITECTURE

Dr. Jay Joseph Dentistry
5227 Hearnes Boulevard
Ogle, Missouri 04804

BUILDING ONE
SITE PLAN LAYOUT

C1.1

Construction Drawings



Case 072-12: A request to rezone two properties from R-1 (Single-Family Residential) to C-1 (Neighborhood Commercial) located at and adjacent to 5227 Hearnes Boulevard for future commercial development. - Dr. Jay Joseph and Richard Beckham

N

Case 072-12: 5227 Hearnes Boulevard and adjacent properties - A request to rezone from District R-1 (Single Family Residential) to District C-1 (Neighborhood Commercial) for future commercial development – Dr. Jay Joseph, Z-Four LLC, and Richard Beckham.

Mr. Anderson opened the public hearing for Case 072-12.

Mr. Tyler Peck, H-Design Group, 5051 South National, Springfield, Missouri 65810, appeared representing Dr. Joseph and Mr. Richard Beckham. Mr. Peck explained that Dr. Joseph has purchased the 1.65 acre property which currently is zoned residential. The intention for rezoning is to construct a dental clinic facility. That structure will be single-level with a walk-out area for a lease space for another medical or a dental area in the lower level.

Mr. Peck explained that when Dr. Joseph first purchased the property, there was more acreage than the 1.65 acres, in which the Missouri Department of Transportation (MoDOT) acquired additional right-of-way and basically shrank that property to make it a little bit tighter as far as the development that Dr. Joseph originally intended to do on that property. Dr. Joseph was also trying to acquire the adjacent properties around him, to allow for his building and parking.

Mr. Peck explained that the south site is currently residential, with a heavily wooded area between Dr. Joseph's property and the property to the south. There is also a significant grade change, with a very strong natural buffer currently between those two properties. The largest property to the east contains a grade change and a heavily wooded area that occurs against the existing residential area. At this time, Mr. Peck does not know how that property will be developed, but it will probably contain office/medical structures.

Mr. Peck has made contact with MoDOT with regard to what would be occurred with regarding to Dr. Joseph's expansion. They aren't currently planning any construction in front of the property in this request, so the developer will be working with MoDOT and the City of Joplin regarding the entrance to this parcel. The entrance would have to serve the east property and possibly the north property that is currently zoned C-0-PD. They would be extending water, sewer, and gas service to the property.

Mr. Eastman asked Mr. Peck about a drawing for the proposed building, and he did not have a drawing available at this time. He explained that the proposed product contains a mixture of brick, masonry, and possibly some metal panels. The building will be a single-story structure, very medical appearing, but not a tall structure with a flat roof. The highest parapet structure is about 17 feet tall.

Mr. Eastman asked Mr. Peck about one or two more buildings potentially on the site, and he replied that this 1.65 acre site is originally for the MoDOT acquisition. The intention was to have an approximately 12,000 square foot structure and a 3,000 square foot structure. After reviewing the plans and the parking, the developer will be focusing on probably a single structure. The topography lends itself to the back area being a walk-out basement for lease space for another dental clinic or a medical office.

Mr. Eastman asked Mr. Peck if he would be opposed to a planned development (PD) district, and he did not believe the owners would have a problem with a planned district. He realized that the

fewer restrictions apply to the straight commercial zoning, but he thought he could make everything work with the acquisition of all three properties.

Mr. Smith asked if the property zoned C-0-PD is part of the purchase, and Mr. Peck replied that it is owned by somebody else. He understood that property was still zoned residential. He thought a larger setback would be required for the driveway, with the City of Joplin wanting access to other parcels. A joint access driveway easement must be created to serve the other parcels.

Mr. Anderson asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 072-12.

MR. EASTMAN MOVED, SECONDED BY MR. SMITH, THAT CASE 072-12 BE AMENDED TO REZONE THE PROPERTY LOCATED AT 5227 HEARNES BOULEVARD TO DISTRICT C-1-PD RATHER THAN DISTRICT C-1, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. GILSTRAP BEING ABSENT (6 IN FAVOR, 1 ABSENT).

MR. EASTMAN MOVED, SECONDED BY MR. SMITH, THE CASE 072-12 BE FORWARDED TO THE CITY COUNCIL AS AMENDED IN THE PREVIOUS MOTION. THE MOTION CARRIED, WITH MR. ANDERSON, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. GILSTRAP BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 072-12
Dr. Jay Joseph, Z-Four LLC,
and Richard Beckham
(P & Z Recommended Rezoning
to District C-1-PD)

COUNCIL BILL NO. 2012-307 **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-1and including in District C-1 property as described below and located at 5227 Hearnes Boulevard and adjacent properties in the City of Joplin, Newton 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:

A tract of land being a part of the Northwest Quarter of the Southwest Quarter of Section 26, Township 27 North, Range 33 West, in the City of Joplin, Newton County, Missouri being more particularly described as follows: commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 26, Thence S89°19'48"E, along the South line of said Northwest Quarter of the Southwest Quarter, 82.03 feet to the East right-of-way line State Highway 86, for the point of beginning; thence S89°19'48"E, along said South line, 222.92 feet; thence N02°11'40"E, 317.75 feet; thence N88°24'21"W, 208.29 feet to the East right-of-way line of said Highway 86, thence S01°35'21"W, along said right-of-way, 32.09 feet; thence N88°15'33"W, along said right-of-way, 17.98 feet; thence S01°35'07"W, 289.28 feet to the point of beginning. Containing 1.63 acres (71,180 sq. feet) more of less. Subject to all easements and restrictions on record. AND for the property commencing at the West Quarter corner of Section 26, Township 27, Range 33, in the City of Joplin, Newton County, Missouri, thence South along the West line of said Section 1320.28 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter, thence North 89°20'30" East along the South line of said Quarter 304.95 feet to the point of beginning, thence North 0°10'23" East 317.75 feet, thence South 89°44' East 209.13 feet, thence North 0°16' East 208.71 feet, thence North 89°44' West 417.42 feet to the East right-of-way of South Main Street, thence North 0°16' East along said right-of-way 130.41 feet, thence North 89°21' East 1214.61 feet to the East line of said Northwest Quarter of the Southwest Quarter, thence South along said line 236.71 feet, thence South 89°27' West 145.0 feet, thence South 423.93 feet to the South line of said Quarter, thence South 89°20'30" West along said line 864.40 feet to the point of beginning.

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: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY AT 1803/1807 CONNECTICUT AVENUE

Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg OKH	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-27-12
City Manager: R. Mark Rohr	Date: 8-27-12
Board or Commission: Planning and Zoning Commission	Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended striking this case from the agenda by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 073-12: A request to declare excess property on 2 lots totaling approximately 50,000 square feet located at 1803/1807 Connecticut Avenue – City of Joplin.

STAFF SUMMARY:
The property located at 1803 and 1807 Connecticut Avenue consists of two lots totaling 50,000 square feet (200' x 250'). These buildable lots are zoned District R-2 (Two-Family Residential). However, due to minimum lot width requirements the south lot will only support a single-family residence. Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander wished to strike Case 073-12 from the agenda, in that the City of Joplin may have some other plans for these parcels on Connecticut Avenue.

PUBLIC COMMENT:
None.

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 073-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

1803/1807 Connecticut Avenue

PRESENT ZONING:

R-2 (Two-Family Residential District)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 50,000 square feet (200' x 250')

FLOOD PLAIN

Flood Zone "X" (Area of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Vacant	R-2
NORTH	Vacant	R-1 & R-2
SOUTH	Vacant	R-1
EAST	Vacant	R-1
WEST	Single-family Residential & Duplexes	R-1 & R-2

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

Connecticut Avenue – Arterial – 90'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located at 1803 and 1807 Connecticut Avenue consists of two lots totaling 50,000 square feet (200' x 250'). These buildable lots are zoned District R-2 (Two-Family Residential). However, due to minimum lot width requirements the south lot will only support a single-family residence. Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



0 60 120 240 360 480 Feet

Case 073-12: A request to declare excess property on 2 lots totaling approximately 50,000 square feet located at 1803/1807 Connecticut Avenue. - City of Joplin

N

Mr. Anderson informed Mr. Bolander that he must leave the meeting due to a another commitment. He asked about appointing someone to chair the remainder of the meeting since former vice-chair Don McClure is no longer on the commission.

Mr. Anderson asked Mr. Landrith to chair the remainder of the meeting.

MR. ANDERSON MOVED, SECONDED BY MR. HARRINGTON, THAT MR. LANDRITH CHAIR THE REMAINDER OF THE PLANNING AND ZONING MEETING. THE MOTION CARRIED, WITH MR. ANDERSON, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. GILSTRAP BEING ABSENT (6 IN FAVOR, 1 ABSENT).

(Mr. Anderson left the meeting at 5:30 p.m.)

Mr. Bolander made one presentation for Cases 073-12 through 084-12. These are several properties that the City of Joplin has in their inventory that are no longer needed. All are buildable lots, with the City staff wishing to get them back on the tax rolls. The City is not in the business of owning and keeping land, so this is just the first step in the process to make the public aware that these are excess properties that will be available in the future.

Mr. Bolander noted some last-minute changes to some of these cases. He would like to strike Case 073-12, Case 074-12, and Case 077-12, in that the City of Joplin may have some other plans for these parcels on Connecticut Avenue.

Mr. Eastman asked Mr. Bolander about current appraisals on these properties, and he didn't believe so.

Case 073-12: A request to declare excess property on 2 lots totaling approximately 50,000 square feet located at 1803/1807 Connecticut Avenue – City of Joplin.

Mr. Landrith opened the public hearing for Case 073-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 073-12.

MR. HARRINGTON MOVED, SECONDED BY MR. DUNCAN, THAT CASE 073-12 BE STRICKEN FROM THE AGENDA. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY AT 1901 CONNECTICUT AVENUE

Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg DKH	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-27-12
City Manager: R. Mark Rohr RMR	Date: 8-27-12
Board or Commission: Planning and Zoning Commission	Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended striking this case from the agenda by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 074-12: A request to declare excess property on an approximately 7,380 square foot lot located at 1901 Connecticut Avenue – City of Joplin.

STAFF SUMMARY:
The property located at 1901 Connecticut Avenue is a 7,380 square feet lot (90' x 120'). This buildable lot is zoned District R-1 (Single-family Residential). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander wished to strike Case 074-12 from the agenda, in that the City of Joplin may have some other plans for this parcel on Connecticut Avenue.

PUBLIC COMMENT:
None.

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 074-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

1901 Connecticut Avenue

PRESENT ZONING:

R-1 (Single-family Residential)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 7,380 square feet (90' x 120')

FLOOD PLAIN

Flood Zone "X" (areas of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Vacant	R-1
NORTH	Vacant	R-1
SOUTH	Vacant	C-1
EAST	Vacant	R-1
WEST	Duplexes	R-2

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

Connecticut Avenue – Arterial – 75'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located at 1901 Connecticut Avenue is a 7,380 square feet lot (90' x 120'). This buildable lot is zoned District R-1 (Single-family Residential). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



0 50 100 200 300 400 Feet

Case 074-12: A request to declare excess property on an approximately 7,380 square foot lot located at 1901 Connecticut Avenue. - City of Joplin

N

Case 074-12: A request to declare excess property on an approximately 7,380 square foot lot located at 1901 Connecticut Avenue – City of Joplin.

Mr. Landrith opened the public hearing for Case 074-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 074-12.

MR. HARRINGTON MOVED, SECONDED BY MR. EASTMAN, THAT CASE 074-12 BE STRICKEN FROM THE AGENDA. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY AT 2329 CONNECTICUT AVENUE

Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-22-12
City Manager: R. Mark Rohr	Date: 8-27-12
Board or Commission: Planning and Zoning Commission	Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 075-12: A request to declare excess property on an approximately 6,037 square foot lot located at 2329 Connecticut Avenue – City of Joplin.

STAFF SUMMARY:
The property located at 2329 Connecticut Avenue is a 6,037 square foot lot (145' x 90'). This property is zoned District R-1 (Single-family Residential). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander explained that the City of Joplin has this property in their inventory and is no longer needed. It is a buildable lot, with the City staff wishing to get it back on the tax rolls. The City is not in the business of owning and keeping land, so this is just the first step in the process to make the public aware that this is excess property that will be available in the future.

PUBLIC COMMENT:
None.

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 075-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

2329 Connecticut Avenue

PRESENT ZONING:

R-1 (Single-family Residential)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 6,037 square feet (145' x 90')

FLOOD PLAIN

Flood Zone "X" (area of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Vacant	R-1
NORTH	Vacant	R-1
SOUTH	Vacant	R-2 PD
EAST	Single-family Residential	R-1
WEST	Vacant & Electrical Substation	C-O & R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

Connecticut Avenue – Arterial – 65'
24th Street – Local – 50'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located at 2329 Connecticut Avenue is a 6,037 square foot lot (145' x 90'). This property is zoned District R-1 (Single-family Residential). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



Case 075-12: A request to declare excess property on an approximately 6,037 square foot lot located at 2329 Connecticut Avenue. - City of Joplin

N

Case 075-12: A request to declare excess property on an approximately 6,037 square foot lot located at 2329 Connecticut Avenue – City of Joplin.

Mr. Landrith opened the public hearing for Case 075-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 075-12.

MR. DUNCAN MOVED, SECONDED BY MR. HARRINGTON, THAT CASE 075-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY AT 2934 CONNECTICUT AVENUE

Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-27-12
City Manager: R. Mark Rohr	Date: 8-27-12
Board or Commission: Planning and Zoning Commission	Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 076-12: A request to declare excess property on an approximately 4,725 square foot lot located at 2934 Connecticut Avenue – City of Joplin.

STAFF SUMMARY:
The property located at 2934 Connecticut Avenue is a 4,725 square feet lot (105' x 75'). This property is zoned District R-1 (Single-family Residential). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander explained that the City of Joplin has this property in their inventory and is no longer needed. It is a buildable lot, with the City staff wishing to get it back on the tax rolls. The City is not in the business of owning and keeping land, so this is just the first step in the process to make the public aware that this is excess property that will be available in the future.

PUBLIC COMMENT:
None.

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 076-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

2934 Connecticut Avenue

PRESENT ZONING:

R-1 (Single-family Residential)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 4,725 square feet (105' x 75')

FLOOD PLAIN

Flood Zone "X" (area of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Vacant	R-1
NORTH	Single-family Residential	R-1
SOUTH	Vacant	C-1 & R-1
EAST	Single-family Residential	R-1
WEST	Single-family Residential	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

30th Street – Local – 50'
Connecticut Avenue – Arterial – 70'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located at 2934 Connecticut Avenue is a 4,725 square feet lot (105' x 75'). This property is zoned District R-1 (Single-family Residential). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



0 40 80 160 240 320 Feet

Case 076-12: A request to declare excess property on an approximately 4,725 square foot lot located at 2934 Connecticut Avenue. - City of Joplin

N

Case 076-12: A request to declare excess property on an approximately 4,725 square foot lot located at 2934 Connecticut Avenue – City of Joplin.

Mr. Landrith opened the public hearing for Case 076-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 076-12.

MR. SMITH MOVED, SECONDED BY MR. HARRINGTON, THAT CASE 076-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY AT 1901 EAST 20TH ST.
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-27-12
City Manager: R. Mark Rohr	Date: 8-27-12
Board or Commission: Planning and Zoning Commission	Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended striking this case from their agenda by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 077-12: A request to declare excess property on an approximately 12,131 square foot lot located at 1901 East 20th Street – City of Joplin.

STAFF SUMMARY:
The property located at 1901 East 20th Street is a 12,131 square feet lot (130' x 120'). This buildable lot is zoned District C-1 (Neighborhood Commercial). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander wished to strike Case 077-12 from the agenda, in that the City of Joplin may have some other plans for this parcel on 20th Street.

PUBLIC COMMENT:
None.

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 077-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

1901 East 20th Street

PRESENT ZONING:

C-1 (Neighborhood Commercial)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 12,131 square feet (130' x 120')

FLOOD PLAIN

Flood Zone "X" (area of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Vacant	C-1
NORTH	Vacant	C-1
SOUTH	Vacant	R-3
EAST	Vacant	C-O PD
WEST	Vacant	C-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

20th Street – Arterial – 70'
Connecticut Avenue – Arterial – 75'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located at 1901 East 20th Street is a 12,131 square feet lot (130' x 120'). This buildable lot is zoned District C-1 (Neighborhood Commercial). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



0 60 120 240 360 480 Feet

Case 077-12: A request to declare excess property on an approximately 12,131 square foot lot located at 1901 East 20th Street. - City of Joplin

N

Case 077-12: A request to declare excess property on an approximately 12,131 square foot lot located at 1901 East 20th Street – City of Joplin.

Mr. Landrith opened the public hearing for Case 077-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 077-12.

MR. HARRINGTON MOVED, SECONDED BY MR. SMITH, THAT CASE 077-12 BE STRICKEN FROM THE AGENDA. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY AT 2401/2403 CONNECTICUT AVENUE

Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-27-12
City Manager: R. Mark Rohr	Date: 8-27-12
Board or Commission: Planning and Zoning Commission	Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 078-12: A request to declare excess property on an approximately 7,860 square foot lot located at 2401/2403 Connecticut Avenue – City of Joplin.

STAFF SUMMARY:
The property located at 2401/2403 Connecticut Avenue is a 7,860 square foot lot (155' x 100'). This property is zoned District R-2 PD (Two-family Residential – Planned Development). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander explained that the City of Joplin has this property in their inventory and is no longer needed. It is a buildable lot, with the City staff wishing to get it back on the tax rolls. The City is not in the business of owning and keeping land, so this is just the first step in the process to make the public aware that this is excess property that will be available in the future.

PUBLIC COMMENT:
None

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 078-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

2401/2403 Connecticut Avenue

PRESENT ZONING:

R-2 PD (Two-family Residential – Planned Development)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 7,860 square feet (155' x 100')

FLOOD PLAIN

Flood Zone "X" (area of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Vacant	R-2 PD
NORTH	Vacant	R-1
SOUTH	Duplex	R-2 PD
EAST	Single-family Residential	R-1
WEST	Electrical Substation	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

24th Street – Local – 50'
Connecticut Avenue – Arterial – 65'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located at 2401/2403 Connecticut Avenue is a 7,860 square foot lot (155' x 100'). This property is zoned District R-2 PD (Two-family Residential – Planned Development). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



0 60 120 240 360 480 Feet

Case 078-12: A request to declare excess property on an approximately 7,860 square foot lot located at 2401/2403 Connecticut Avenue. - City of Joplin

N

Case 078-12: A request to declare excess property on an approximately 7,860 square foot lot located at 2401/2403 Connecticut Avenue – City of Joplin.

Mr. Landrith opened the public hearing for Case 078-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 078-12.

MR. DUNCAN MOVED, SECONDED BY MR. EASTMAN, THAT CASE 078-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY AT 1123 PORTER AVE.
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg OKH Date: 8/24/2012
City Attorney: Brian Head Date: 8-27-12
City Manager: R. Mark Rohr Date: 8-27-12
Board or Commission: Planning and Zoning Commission JW Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 079-12: A request to declare excess property on an approximately 7,500 square foot lot located at 1123 Porter Avenue – City of Joplin.

STAFF SUMMARY:
The property located at 1123 Porter Avenue is a 50' x 150' (7,500 square feet) lot. This lot is zoned District M-2 (Heavy Industrial). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander explained that the City of Joplin has this property in their inventory and is no longer needed. It is a buildable lot, with the City staff wishing to get it back on the tax rolls. The City is not in the business of owning and keeping land, so this is just the first step in the process to make the public aware that this is excess property that will be available in the future.

PUBLIC COMMENT:
None.

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 079-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

1123 Porter Avenue

PRESENT ZONING:

M-2 (Heavy Industrial District)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 7,500 square feet (50' x 150')

FLOOD PLAIN

Flood Zone "X" (area of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Single-family Residential	M-2
NORTH	Single-family Residential	M-2
SOUTH	Single-family Residential	M-2
EAST	Single-family Residential	R-2
WEST	Industrial	M-2

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

Porter Avenue – Local – 60'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located at 1123 Porter Avenue is a 50' x 150' (7,500 square feet) lot. This lot is zoned District M-2 (Heavy Industrial). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



0 45 90 180 270 360 Feet

Case 079-12: A request to declare excess property on an approximately 7,500 square foot lot located at 1123 Porter Avenue. - City of Joplin

N

Case 079-12: A request to declare excess property on an approximately 7,500 square foot lot located at 1123 Porter Avenue – City of Joplin.

Mr. Landrith opened the public hearing for Case 079-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 079-12.

MR. SMITH MOVED, SECONDED BY MR. EASTMAN, THAT CASE 079-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY AT 2729 S. JOPLIN AVE.
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg OKH	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-27-12
City Manager: R. Mark Rohr	Date: 8-27-12
Board or Commission: Planning and Zoning Commission MW	Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 080-12: A request to declare excess property on an approximately 6,000 square foot lot located at 2729 South Joplin Avenue – City of Joplin.

STAFF SUMMARY:
The property located at 2729 South Joplin Avenue is a 6,000 square foot lot (50' x 120'). This buildable lot is zoned District R-1 (Single-family Residential). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander explained that the City of Joplin has this property in their inventory and is no longer needed. It is a buildable lot, with the City staff wishing to get it back on the tax rolls. The City is not in the business of owning and keeping land, so this is just the first step in the process to make the public aware that this is excess property that will be available in the future.

PUBLIC COMMENT:
None.

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 080-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

2729 South Joplin Avenue

PRESENT ZONING:

R-1 (Single-family Residential)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 6,000 square feet (50' x 120')

FLOOD PLAIN

Flood Zone "X" (area of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Vacant	R-1
NORTH	Vacant	R-1
SOUTH	Single-family Residential	R-1
EAST	Commercial (Under Construction)	C-3
WEST	Single-family Residential	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

Joplin Avenue – Arterial – 60'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located at 2729 South Joplin Avenue is a 6,000 square foot lot (50' x 120'). This buildable lot is zoned District R-1 (Single-family Residential). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



0 40 80 160 240 320 Feet

Case 080-12: A request to declare excess property on an approximately 6,000 square foot lot located at 2729 South Joplin Avenue. - City of Joplin

N

Case 080-12: A request to declare excess property on an approximately 6,000 square foot lot located at 2729 South Joplin Avenue – City of Joplin.

Mr. Landrith opened the public hearing for Case 080-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 080-12.

MR. HARRINGTON MOVED, SECONDED BY MR. DUNCAN, THAT CASE 080-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY AT 1402 SOUTH OHIO / 1402 ½ WEST 14TH STREET

Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg OKH	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-27-12
City Manager: R. Mark Rohr	Date: 8-27-12
Board or Commission: Planning and Zoning Commission MW	Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 081-12: A request to declare excess property on an approximately 6,000 square foot lot located at 1402 South Ohio/1402 ½ West 14th Street – City of Joplin.

STAFF SUMMARY:
The property located at 1402 South Ohio Avenue/1402 ½ West 14th Street is a 50' x 120' (6,000 square feet) lot. This buildable lot is zoned District R-3 (Apartment House). However, the width of the lot will only permit a single-family residence. Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander explained that the City of Joplin has this property in their inventory and is no longer needed. It is a buildable lot, with the City staff wishing to get it back on the tax rolls. The City is not in the business of owning and keeping land, so this is just the first step in the process to make the public aware that this is excess property that will be available in the future.

PUBLIC COMMENT:
None.

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 081-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

1402 South Ohio Avenue/1402 West 14th Street

PRESENT ZONING:

R-3 (Apartment House District)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 6,500 square feet (50' x 120')

FLOOD PLAIN

Flood Zone "X" (area of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Vacant	R-3
NORTH	Industrial	M-2
SOUTH	Vacant	R-3
EAST	Vacant	R-3
WEST	Single-family Residential	R-3

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

Ohio Avenue – Local – 60'
14th Street – Local – 50'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located at 1402 South Ohio Avenue/1402 ½ West 14th Street is a 50' x 120' (6,000 square feet) lot. This buildable lot is zoned District R-3 (Apartment House). However, the width of the lot will only permit a single-family residence. Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



Case 081-12: A request to declare excess property on an approximately 6,000 square foot lot located at 1402 South Ohio/1402 1/2 West 14th Street. - City of Joplin

N

Case 081-12: A request to declare excess property on an approximately 6,000 square foot lot located at 1402 South Ohio/1402 ½ West 14th Street – City of Joplin.

Mr. Landrith opened the public hearing for Case 081-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 081-12.

MR. SMITH MOVED, SECONDED BY MR. HARRINGTON, THAT CASE 081-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY AT 1831 E. 20TH STREET/ 1914 CONNECTICUT AVENUE

Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg OKH	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-27-12
City Manager: R. Mark Rohr	Date: 8-27-12
Board or Commission: Planning and Zoning Commission	Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 082-12: A request to declare excess property on two lots totaling approximately 26,160 square feet located at 1831 East 20th Street and 1914 Connecticut Avenue – City of Joplin.

STAFF SUMMARY:
The property located at 1831 East 20th Street and 1914 Connecticut Avenue consists of two lots totaling 26,160 square feet (105' x 185'). These buildable lots are zoned District C-1 (Neighborhood Commercial). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander explained that the City of Joplin has this property in their inventory and is no longer needed. They are buildable lots, with the City staff wishing to get them back on the tax rolls. The City is not in the business of owning and keeping land, so this is just the first step in the process to make the public aware that this is excess property that will be available in the future.

PUBLIC COMMENT:
None.

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 082-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

1831 East 20th Street & 1914 Connecticut Avenue

PRESENT ZONING:

C-1 (Neighborhood Commercial District)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 26,160 square feet (105' x 185')

FLOOD PLAIN

Flood Zone "X" (area of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Vacant	C-1
NORTH	Duplexes	R-2
SOUTH	Vacant	C-1 PD
EAST	Vacant	C-1
WEST	Vacant	C-O PD & C-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

Connecticut Avenue – Arterial – 75'
20th Street – Arterial – 85'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located at 1831 East 20th Street and 1914 Connecticut Avenue consists of two lots totaling 26,160 square feet (105' x 185'). These buildable lots are zoned District C-1 (Neighborhood Commercial). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



0 50 100 200 300 400 Feet

Case 082-12: A request to declare excess property on two lots totaling approximately 26,160 square feet located at 1831 East 20th Street and 1914 Connecticut Avenue. - City of Joplin



Case 082-12: A request to declare excess property on two lots totaling approximately 26,160 square feet located at 1831 East 20th Street and 1914 Connecticut Avenue – City of Joplin.

Mr. Landrith opened the public hearing for Case 082-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 082-12.

MR. DUNCAN MOVED, SECONDED BY MR. SMITH, THAT CASE 082-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY NEAR 32ND STREET & OLIVER AVENUE

Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-27-12
City Manager: R. Mark Rohr	Date: 8-27-12
Board or Commission: Planning and Zoning Commission	Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 083-12: A request to declare excess property on an approximately 6 acre lot located near 32nd Street and Oliver – City of Joplin.

STAFF SUMMARY:
The property located south of 32nd Street and Oliver contains one 470' x 190' (6 acre) lot. This buildable lot is zoned District R-3 PD (Apartment House – Planned Development). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander explained that the City of Joplin has this property in their inventory and is no longer needed. It is a buildable lot, with the City staff wishing to get it back on the tax rolls. The City is not in the business of owning and keeping land, so this is just the first step in the process to make the public aware that this is excess property that will be available in the future.

PUBLIC COMMENT:
None.

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 083-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

South of 32nd Street and Oliver

PRESENT ZONING:

R-3 PD (Apartment House District – Planned Development)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 6 acres (470' x 190')

FLOOD PLAIN

Flood Zone "X" (area of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Vacant	R-3 PD
NORTH	Electrical Substation & Vacant	R-1 & C-O PD
SOUTH	Vacant	R-1
EAST	Missouri National Guard	R-1
WEST	Joplin Health and Rehabilitation Center	R-3

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

Oliver – Local – 65'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located south of 32nd Street and Oliver contains one 470' x 190' (6 acre) lot. This buildable lot is zoned District R-3 PD (Apartment House – Planned Development). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



Case 083-12: A request to declare excess property on an approximately 6 acre lot located near 32nd Street and Oliver - City of Joplin

N

Case 083-12: A request to declare excess property on an approximately 6 acre lot located near 32nd Street and Oliver – City of Joplin.

Mr. Landrith opened the public hearing for Case 083-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 083-12.

MR. HARRINGTON MOVED, SECONDED BY MR. EASTMAN, THAT CASE 083-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: DECLARATION OF EXCESS PROPERTY AT 1408 S. JACKSON AVE.
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Planning Report
2) Commission Minutes

Public Works Director: David Hertzberg DH Date: 8/24/2012
City Attorney: Brian Head Date: 8-27-12
City Manager: R. Mark Rohr RMR Date: 8-27-12
Board or Commission: Planning and Zoning Commission MW Date: 8/13/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 2 absent"

SUMMARY/REQUEST:
Case 084-12: A request to declare excess property on an approximately 6,250 square foot lot located at 1408 South Jackson Avenue – City of Joplin.

STAFF SUMMARY:
The property located at 1408 South Jackson Avenue is a 50' x 120' (6,250 square feet) lot. This lot is zoned District R-2 (Two-Family Residential). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

Staff recommends this property be declared as excess.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander explained that the City of Joplin has this property in their inventory and is no longer needed. It is a buildable lot, with the City staff wishing to get it back on the tax rolls. The City is not in the business of owning and keeping land, so this is just the first step in the process to make the public aware that this is excess property that will be available in the future.

PUBLIC COMMENT:
None.

Z&P Meeting: 8/13/2012
City Council Meeting: 9/4/2012

STAFF PLANNING REPORT

CASE 084-12:

Request to Declare Excess City Property

APPLICANT:

City of Joplin

LOCATION:

1408 South Jackson Avenue

PRESENT ZONING:

R-2 (Two-Family Residential District)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 6,250 square feet (50' x 120')

FLOOD PLAIN

Flood Zone "X" (area of minimal flooding)

	LAND USE	EXISTING ZONING
SITE	Vacant	R-2
NORTH	Single-family Residential	R-2
SOUTH	Single-family Residential	R-2
EAST	Single-family Residential	R-2
WEST	Stadium	R-2

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY – CLASSIFICATION – ROW WIDTH

Jackson Avenue – Local – 60'

STAFF ANALYSIS:

REASON FOR DECLARATION

The property located at 1408 South Jackson Avenue is a 50' x 120' (6,250 square feet) lot. This lot is zoned District R-2 (Two-Family Residential). Staff believes this property is not needed for future use and recommends putting it back on the tax rolls.

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends this property be declared as excess.

ENCLOSURES:

None



0 45 90 180 270 360 Feet

Case 084-12: A request to declare excess property on an approximately 6,250 square foot lot located at 1408 South Jackson Avenue. - City of Joplin

N

Case 084-12: A request to declare excess property on an approximately 6,250 square foot lot located at 1408 South Jackson Avenue – City of Joplin.

Mr. Landrith opened the public hearing for Case 084-12. He asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 084-12.

MR. HARRINGTON MOVED, SECONDED BY MR. SMITH, THAT CASE 084-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. ANDERSON AND MR. GILSTRAP BEING ABSENT (5 IN FAVOR, 2 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: COUNCIL BILL NO. 2012-303
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg	Date: 8/24/2012
City Attorney: Brian Head	Date: 8-27-12
City Manager: R. Mark Rohr	Date: 8-27-12
Board or Commission: Planning and Zoning Commission	Date: 8/13/2012

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

SUMMARY/REQUEST:
Case 068-12: Southeast corner of 11th Street and Range Line Road – A request for a final plat for "Sonic Addition" – Darrell L. Rogers.

STAFF SUMMARY:
This plat is for a completed Sonic Drive-In that was developed on four lots. The owner wishes to consolidate the four lots to create one lot.

Staff recommends approval of this plat.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander explained that this is a one-lot subdivision for the new Sonic that was built on Range Line Road. Technically, the developer is not required to subdivide a commercial lot, but they may re-plat an existing subdivision for recording purposes or for the sale of property in the future. The City staff reviewed this plat and recommend approval of the plat.

PUBLIC COMMENT:
None.

Z&P Meeting: August 13, 2012
City Council Meeting: September 4, 2012

STAFF PLANNING REPORT

CASE 068-12:

Final Plat Review

SUBDIVISION NAME:

Sonic Addition

NAME OF OWNER:

Darrell L. Rogers

NAME OF SUBDIVIDER:

Darrell L. Rogers

NAME OF PERSON/COMPANY WHO PREPARED THE PLAT:

Tri-State Engineering; Rodney E. Madson, PLS

LOCATION:

Southeast Corner of 11th Street and Range Line Road

PRESENT ZONING:

C-3 (Commercial District)

PRESENT USE OF PROPERTY:

Sonic Drive-In

PROPOSED USE OF PROPERTY:

Sonic Drive-In

SIZE OF SUBDIVISION:

Approximately 1.4 Acres

NO. OF LOTS:

One (1)

SIZE OF SMALLEST LOT:

N/A

SIZE OF LARGEST LOT:

N/A

AVERAGE LOT SIZE:

Approximately 1.4 acres

EXISTING CONDITIONS:

	LAND USE	EXISTING ZONING
NORTH	Drive-thru Restaurant	C-3, C-1
SOUTH	Drive-thru Restaurant	C-3
EAST	Single-family Residential	R-2
WEST	Retail	C-3

FLOOD ZONE:

Flood Zone "X" – Area of minimal flooding

UTILITIES:

Utilities currently active

TRANSPORTATION NETWORK:

STREET(S) WITH ACCESS TO PROPOSED SUBDIVISION

11th Street, Range Line Road

DEDICATED STREET(S)

N/A

WIDTH OF DEDICATED STREET(S)

N/A

CONNECTIVITY TO ADJACENT PROPERTY/SUBDIVISIONS

N/A

BUFFER REQUIRMENTS:

None required

STAFF ANALYSIS:

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

Yes

DISCUSSION

The final plat is for a completed Sonic Drive-In that was developed on four lots. The owner wishes to consolidate the four lots to create one lot.

ADDITIONAL INFORMATION OR COMMENTS

None

STAFF RECOMMENDATION:

Staff recommends approval of the final plat.

ENCLOSURES:

Final Plat – Sonic Addition

RECEIVED 6-22-12

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

~~Subdivision~~ Case No.: 068-12
Date Filed: _____
Date of Meeting: 8-13-12
Fee: _____

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: SONIC ADDITION

II. Name of Owner: DARRELL L. ROGERS

III. Name of Subdivider: SAME AS OWNER

IV. Name of Person who prepared the Plat: TRI-STATE ENGINEERING, RODNEY E. MADSON PLS

V. Date of Hearing: 8-13-12

VI. Location of Property by Streets: SOUTHEAST CORNER OF 11TH ST. AND RANGELINE RD.

VII. Present Zoning of Property C-3 (COMMERCIAL)

VIII. Present Uses of Property SONIC DRIVE-IN

IX. No. of Acres in Total Tract 1.4 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 descriptive 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. ✓ ___

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?	NA	___

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

construction complete

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

XV. Are additional comments attached? ___ ✓



Case 068-12: A request for a final plat for "Sonic Addition" located at the southeast corner of 11th Street and Range Line Road. - Darrell L. Rogers

N

Case 067-12: NEW BUSINESS - Southeast corner of 11th Street and Range Line Road – A request for a preliminary plat for "Sonic Addition" – Darrell L. Rogers.

Mr. Anderson opened the public comment period for Case 067-12.

Mr. Rogers was not present in the audience. Mr. Bolander explained that this is a one-lot subdivision for the new Sonic that was built on Range Line Road. Technically, the developer is not required to subdivide a commercial lot, but they may re-plat an existing subdivision for recording purposes or for the sale of property in the future. The City staff reviewed this plat and recommend approval of the plat.

Mr. Anderson asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 067-12.

Mr. Harrington asked if the commissioners can approve this plat or if it must be forwarded to the City Council. Mr. Bolander replied that the commissioners have the authority to approve the preliminary plat, but the final plat must be forwarded to the City Council with a recommendation.

MR. HARRINGTON MOVED, SECONDED BY MR. DUNCAN, THAT THE PRELIMINARY PLAT BE APPROVED AS PRESENTED IN CASE 067-12, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. ANDERSON, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. GILSTRAP BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Case 068-12: NEW BUSINESS - Southeast corner of 11th Street and Range Line Road – A request for a final plat for "Sonic Addition" – Darrell L. Rogers.

Mr. Anderson opened the public comment period for Case 068-12.

Mr. Bolander explained that his comments in the previous case will apply to this case as well.

Mr. Anderson asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 068-12.

MR. HARRINGTON MOVED, SECONDED BY MR. EASTMAN, THAT THE FINAL PLAT BE FORWARDED TO THE CITYCOUNCIL WITH RECOMMENDATION FOR APPROVAL AS PRESENTED IN CASE 068-12, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. ANDERSON, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. GILSTRAP BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 068-12
Darrell L. Rogers
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-303 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat for SONIC ADDITION located at the southeast corner of 11th Street and Range Line Road in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Final Plat for SONIC ADDITION located at the southeast corner of 11th Street and Range Line Road 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 SONIC ADDITION, described as follows:

All of Lots Numbered Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), and Twenty-One (21) in Hatten's Second Subdivision to the City of Joplin, Jasper County, Missouri, together with all of the 10 foot wide vacated alley lying west of and adjoining Lot Seventeen (17), according to the recorded plat thereof.
Except the West 15.00 feet of Lots Numbered Eighteen (18), Nineteen (19), Twenty (20), and Twenty-One (21) taken for highway right-of-way.
Subject to all easements, right-of-ways, and reservations of record.

Containing 1.4 acres more or less.

Subject to any existing easements or restrictions of record.

Basis of Bearings:
Bearings are based on the south right-of-way line of 11th Street being assumed South 88 degrees 25 minutes 25 seconds East.

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 _____, 2012.

_____
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 4, 2012

Item: COUNCIL BILL NO. 2012-149
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date: 8-27-12
Department Head:	David Hertzberg	Date: 8-27-12
Finance Department:	Leslie Jones	Date: 8-27-12
City Attorney:	Brian Head	Date: 8-28-12
City Manager:	Mark Rohr	Date: 8-29-12

Recommended Action: Approval of Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc (CMT) for assistance in preparing an Airport Master Plan for the Joplin Regional Airport.

Summary: A Request for Qualifications (RFQ) for the Joplin Regional Airport Master Plan was sent to nine (9) consulting firms on 4/12/12. Statement of Qualification (SOQ) proposals were received by the sponsor from interested consulting firms. Four consulting firms were selected to participate in an interview based on review of SOQ submittals and were notified of their short-listed status. Consultant interview were conducted on 5/9/12 and 5/10/12, and were scored accordingly by a selection committee comprised of three representatives including the Airport Manager, Director of Public Works, and City Engineer. Based on results from the interview, the committee selected and notified the consulting firm of Crawford, Murphy, & Tilly of their selection. The FAA concurred with our selection.

CMT developed a Scope of Work and a Consulting Contract for review by the FAA. An Independent Cost Audit (ICA) was conducted by a third party engineering firm and approved by the FAA.

Discussion: This contract involves developing a new Airport Master Plan and eALP and submitting for FAA approval. This contract is a "Cost Plus Fixed Fee" contract in the amount not to exceed $1,103,000.00. Of the total cost, $1,028,470.00 is Federal Airport Improvement Entitlement funds allotted to the airport under a Federal Grant letter for Grant funds. The remaining $74,530.00 is the local match share of the project.

Recommendation: Staff requests approval of the ordinance retaining Crawford, Murphy & Tilly, Inc. to carry out this Airport Master Plan contract.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this 21st day of August, 2012 by Crawford, Murphy, and Tilly (hereinafter the "Consultant") whose address is One S. Memorial Drive, Ste 500, Saint Louis, Missouri, 63102 and the City of Joplin, Missouri, (hereinafter the "Sponsor") whose address is 602 S. Main St, Joplin, Missouri 64801 .

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport.

WHEREAS, the Federal Aviation Administration (FAA) is not a party to this Agreement, FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by FAA.

WHEREAS, while the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) NOT USED

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit II to this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefore. Any changes in the maximum compensation, or time and schedule of completion, will be covered in the supplemental agreement. Supplemental agreements must be approved by FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth on Exhibit III to this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards

required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of FAA which shall be furnished by the Sponsor upon request.

The consultant shall abide by City Design Requirements.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction or during any phase of work performed by others based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Not Used

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward

this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBE's have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBE's have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBE's: The Consultant shall seek DBE's in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBE's from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture..

C. The Consultant may count toward the DBE goal expenditures to DBE's who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and FAA.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBE's used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR

Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBE's for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in section (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in section (7)(B)(8) below is less than the percentage stated in section (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBE's of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBE's that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBE's to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBE's with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBE's, and not rejecting DBE's as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBE's in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0.0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL
Unison Consulting, Inc.	Financial Planning	$67,600	N/A	N/A

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Jviation	900 S. Broadway, Ste 350 Denver, CO 80209	Airport Planning
Sixel Consulting Group	497 Oakway Rd, Ste 220 Eugene, OR 97401	Passenger Demand Forecasts
S.B. Friedman & Co.	221 N LaSalle St, Ste 820 Chicago, IL 60601	Compatible Land Use
Unison Consulting, Inc.	409 W Huron, Ste 400 Chicago, IL 60654	Financial Planning
USDA	1714 Commerce Ct, Ste C Columbia, MO 65202	Wildlife Assessment
Aero-Metric	4020 Technology Parkway Sheboygan, WI 53083	Imagery
The Title Place	408 E 32nd St, PO Box 124 Joplin, MO 64804	Title Commitment
Grafton Technologies	43 Federal St Newburyport, MA 01950	GIS
Allgeier Martin & Associates, Inc.	2820 S Range Line Rd Joplin, MO 64804	Surveys

(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of FAA or the federal government, and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require where applicable, and shall provide evidence to the Sponsor, that those subconsultants who are not government entities shall maintain insurance coverages as specified in paragraph 16 of this agreement, for not less than the period of services under such subconsultant agreements.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its subconsultants.

(E) The payment for the services of any subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in paragraph (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any DOT approved DBE subconsultants under this Agreement upon the request of the Sponsor. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE subconsultants.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on a cost plus fixed fee basis, with the fixed fee being $91,785.25, and the sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of $1,103,000, which is shown in Exhibit IV, and Exhibit V, attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V ".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and FAA will be required prior to acquisition of reimbursable special equipment.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the

services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to FAA approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to FAA approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (9)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor 's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Sponsor, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Paragraph (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with AutoCAD 2010 (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor and the Sponsor shall use same at its

sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 22 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(B) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(C) The claims procedure in paragraphs 13 (A) and (B) do not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in paragraphs 13 (A) and (B).

(D) Not withstanding paragraphs (A) through (C) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor 's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph No. (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services.

(18) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Sponsor or FAA, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Executive Order: The Consultant shall comply with all provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor, on January 14, 1994, promulgating a code of fair practices in regard to nondiscrimination, which executive order is incorporated herein by reference and made a part of this Agreement. This Executive Order 94-03 prohibits discriminatory employment practices by the Consultant or its subconsultants based upon race, color, religion, creed, national origin, sex, disability, veteran status, or age.

(C) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(D) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including in its employment practices.

(E) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(F) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(H) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor or FAA may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(19) AVIATION FEDERAL CLAUSES:

(A) Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions, (Version I, 1/5/90):

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport aid program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport commission or any provision of similar services or benefits or (b) the period during which the airport commission or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

(B) Disadvantaged Business Enterprises

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the

Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from the City of Joplin, MO. The Consultant agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Joplin. This clause applies to both DBE and non-DBE subcontractors.

(C) Lobbying and Influencing Federal Employees

1. No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

(D) Access to Records and Reports

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives' access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

(E) Rights to Inventions - 49 CFR Part 18, (Version I, 1/5/90):

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal Grant under which this contract is executed. Information regarding these rights is available from the Sponsor or the FAA.

(F) Trade Restrictions Clause - 49 CFR Part 30, (Version I, 1/5/90):

1. The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

A. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade representatives (USTR).

B. has not knowingly entered into any contract or subcontract for this project with a Consultant that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals or foreign country on said list.

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

2. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the consultant knowingly procures or subcontracts for the supply of any product

or service of a foreign country on the said list for use on the project, the FAA may direct, through the Sponsor, cancellation or the agreement at no cost to the Sponsor, FAA, or the Federal Government.

3. Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

4. The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstance. The subcontractor/subconsultant agrees to provide immediate written notice to the Consultant, if at any time it learns its certification was erroneous by reason of changed circumstances.

5. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the Sponsor, cancellation of the Agreement or subcontract for default at no cost to the Sponsor or the Federal Government.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. This certification concerns a matter within the jurisdiction an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(G) Termination of Contract

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(H) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (Version I, 1/5/90):

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

(I) Breach of Contract Terms Sanctions - 49 CFR Part 18, (Version I, 1/5/90):

Any violation or breach of the terms of this contract on the part of the Consultant or Subcontractor/Subconsultant may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

(20) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jasper County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin, Missouri, by reason of which the Consultant consents to venue of any action against it in Jasper County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(21) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, and the FAA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(22) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Steve Stockam, Airport Manager		
SPONSOR'S NAME	City of Joplin		
SPONSOR'S ADDRESS	602 S. Main St Joplin, MO 64801		
PHONE	417-625-4714	FAX	471-625-4717
E-MAIL ADDRESS	sstockam@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S	Roy Remington C.M., Project Manager		
CONSULTANT'S NAME	Crawford, Murphy & Till, Inc.		
CONSULTANT'S ADDRESS	One S. Memorial Drive, Ste 500 Saint Louis, MO 63102		
PHONE	314-436-5500	FAX	314-436-0723
E-MAIL ADDRESS	rremington@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(23) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(24) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(25) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(26) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(27) NOT USED

(28) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 CFR Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 CFR Part 20 which are incorporated herein by reference.

(29) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A)	Exhibit I:	Project Description
(B)	Exhibit II:	Scope of Services.
(C)	Exhibit IIA:	Current FAA Advisory Circulars, Standards, Guidance
(D)	Exhibit III:	Services Provided by the Sponsor.
(E)	Exhibit IV & V:	Engineering Basic and Special Services - Cost Breakdown
(F)	Exhibit VI:	Performance Schedule
(G)	Exhibit VII:	Subconsultant Proposals

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Consultant the _____ day of _____, 20____.

Executed by the Sponsor the _____ day of _____, 20____.

Sponsor:
City of Joplin, Missouri

By: _____
Signature

Title: _____

ATTEST:

By: _____
Signature

Title: _____

Consultant:
Crawford, Murphy, and Tilly, Inc.

By: _____
Signature

Title: _____

ATTEST:

By: _____
Signature

Title: _____

Approved As Form:

_____
Counsel

Airport: Joplin Regional Airport

Project: Master Plan Update & ALP / eALP

Date: July 24, 2013

TASKS		EMPLOYEE CLASSIFICATIONS					
		SR PROJ MANAGER	SR AV PLANNER	AVIATION PLANNER	SENIOR ENGINEER	SURVEYOR	SENIOR TECH
		HOURS					
	Project Formulation						
1.0	**Scope, Budget, & Schedule**	34	98				
	Airport Master Plan						
2.0	**Inventory**	24	80		200		
3.0	**Forecast**	16	24				
4.0	**Facility Requirements**						
4.1	Airside Requirements	4	4				
4.2	Navigational Aids				80		
4.3	Landside Requirements	4	4				
4.4	Terminal Requirements		4				
4.5	Aviation Support Facilities		4				
4.6	Land Use Requirements	8	16				
5.0	**Alternatives**	38	116		24		80
5.1	Runway Configuration Analysis	16	60		40		24
5.2	Runway 5/23 Analysis/Consultation (Local Only)	12	40		24		8
6.0	**Environmental Considerations**	8	40				20
6.1	Update Noise Contours		40				32
7.0	**Implementation Plan**	16	64		24		24
8.0	**Financial Plan**	8	24				
9.0	**Economic Impact Study**						
10.0	**Minimum Standards (Local Only)**						
10.1	Overview		16				
10.2	General Requirements		32				
10.3	Specific Standards	2	40		2		
10.4	Site Development Standards		16		2		4
10.5	Application for Commercial Operation		8				
10.6	Insurance Guidelines		8				
11.0	**Wildlife Hazard Assessment**						
11.1	Wildlife Field Survey		8				
12.0	~~Passenger Facility Charge Future~~						
13.0	**Airport Layout Plan**						
13.1	Coversheet		2				4
13.2	Existing Airport Layout Drawing		24		4		60
13.3	Future Airport Layout Drawing	16	32		8		48
13.4	Airport Data Tables Sheet		16		2		12
13.5	Terminal Area Plan Drawings (2 Sheets)		32		4		32
13.6	Airport Airspace Sheet		16		4		24
13.7	Inner Approach Surface Drawings (8 sheets)		120		8		120
13.8	Vicinity Aerial/Land Use Drawing		8		2		16
13.9	Exhibit "A" & Survey	4	36				28
13.9.1	Boundary Survey		8				4
13.9.2	Certificate of Title & Title Opinion	2	28				
13.9.3	Parcel Research		20				4
13.10	Airspace Determination and Coordination/Edits	8	60				40
13.11	ALP Document/Deliverables	4	8				16
14.0	**Electronic Airport Layout Plan**						
14.1	Preliminary Airports GIS Efforts						
14.1.1	Project Creation on AGIS Web Site		2				
14.1.2	Project Statement of Work (SOW)		16				4
14.1.3	Project Plans		20			16	4
14.2	Field Surveys						
14.2.1	Survey Plan	8	48			8	4
14.2.2	Recovery and Documentation of PACS/SACS	2	12			16	48
14.2.3	Imagery Surveys	2	8			32	176
14.2.4	Facility Field Surveys	2	4			32	360
14.3	Aerial Imagery, Mapping, & Airspace Analysis	2	32				16
14.4	Development of GIS Data						
14.4.1	Existing Data Collection & Conversion	16	24		112		112
14.4.2	New GIS Data Development (*See Breakout*)	32	304		56	24	1168
14.4.3	Planned Development GIS Data	16	8		16		72
14.4.4	QA/QC Reviews	36	104		16		96
14.4.5	Final Project Report and Data Submittal	36	32				24
14.5	Electronic Airport Layout Plan	8	4				4
14.5.1	Data Security						24
14.5.1	Data Access						24
15.0	**Pavement Management Plan**						
15.1	Data Collection	40			160		
15.2	PCI Calculation				72		24
15.3	Pavement Repair Program	40			96		8
15.4	Short & Medium Range Rehabilitation Programs	20			96		
15.5	Summary Report	8			72		24
15.6	Report Presentation	12			24		8
16.0	**Project Management**						
16.1	Project Work Plan	16	24				
16.2	Project Progress Reports	8	32				
16.3	Monthly Status Meetings	24	40				
16.4	Weekly Status/Progress Reports		52				
16.5	Stakeholder/Public Coordination	36	64				40
16.6	Report Documentation & Deliverables	32	72		8		48
16.7	Project Administration/Coordination	96	156				
	TOTAL HOURS	712	2214	0	1156	128	2800
	TOTAL ELIGIBLE HOURS	698	2054	0	1128	128	2876
	HOURLY RATE	$51.87	$29.57	$23.13	$32.78	$37.20	$31.96
	DIRECT SALARY COST	$36,931.44	$65,467.38	$0.00	$37,883.68	$4,761.60	$92,360.48

Direct Nonsalary Expense			
Travel	$6,208.40	Total Direct Salary Costs	$237,355.18
Meals	$1,845.00	Overhead (157.8%)	$374,546.47
Motel	$1,771.00	Total Labor Cost	$611,901.65
Printing & Shipping	$562.80	Profit (15%)	$91,785.25
Equipment	$1,750	Subtotal	$703,686.90
Miscellaneous	$201	Total Direct Nonsalary Expenses	$399,313.10
Subconsultants	$386,975.00	Total Local Only	$20,408.00
		TOTAL COST (Total Labor, Fixed Fee	

COUNCIL BILL NO. 2012-149 ORDINANCE NO.

AN ORDINANCE approving an agreement between the City of Joplin and Crawford, Murphy & Tilly, Inc. (CMT) for assistance in preparing an Airport Master Plan for the Joplin Regional Airport.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc. (CMT) for preparation assistance of an Airport Master Plan at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the Director of Public Works is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage 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

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012
Council Bill No. 2012-152

Item: City Sidewalk & Curb Repair 2012 Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Bid Tabulation
3) Council Bill No. 2012-152

Engineering: Jack Schaller	Date: 8-27-12
Department Head: David Hertzberg for DH	Date: 8-27-12
Finance Department: Leslie Jones	Date: 8-29-12
City Attorney: Brian Head	Date: 8-28-12
City Manager: Mark Rohr	Date: 8-28-12

Recommended Action: Approval of an Award of Contract to Cobble Excavation Company in the amount of $52,639.00 for the City Sidewalk & Curb Repair 2012 Project.

Background: City Staff annually evaluates the pavement conditions of sidewalks and curb/gutter on City property and recommends sidewalks and curb that need improvements. City staff determines which sidewalks and curb are to be repaired and brought up to ADA compliance. The infrastructure budget provides for these sidewalk needs. The city staff has determined that sidewalks and curb need improvement on A St. on the south side adjoining the Public Works Center. 3rd and Mineral will have sidewalk and curb repair on the west side of Landreth Park. 4th and Murphy Blvd will be sidewalk repair only to connect ADA ramp to existing sidewalk. 5th and Grand will be sidewalk and curb repair at the storage building. This will be the second project of 2012, finishing the fund for this year.

Discussion: City Staff 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. Thirteen firms picked up plans and seven firms submitted bids (see attached Bid Tabulation) that were opened on August 20, 2012. The low bid submitted for project was $52,639.00 submitted by Cobble Excavation Company.

Recommendation: City staff recommends Award of Contract to Cobble Excavation Company in the amount of $52,639.00 for the City Sidewalk & Curb Repair 2012 Project. This bid was within the engineering estimate.



Date: 7/17/2012



Date: 7/17/2012



Date: 7/17/2012



Date: 7/17/2012

BID TABULATION

PROJECT: City Sidewalk & Ada Ramps 2012
DATE OF BID OPENING: August 20, 2012 10:00 a.m.

CONTRACTOR	BID
Cobble Excavation	52,639.00
CBH Construction	73,869.85
Bennett Inc	79,420.00
RSS	146,203.98
Snyder Const	87,153.00
Sprouls Construction	68,189.00
Dalton Killinger	Unresponsive – no addendum

COUNCIL BILL NO. 2012- 152 ORDINANCE NO.

AN ORDINANCE approving an agreement between the City of Joplin, Missouri and Cobble Excavation Company in the amount of Fifty Two Thousand Six Hundred Thirty Nine Dollars and 00/100 Dollars ($52,639.00) for the City Sidewalk & Curb Repair 2012 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 agreement between the City of Joplin and Cobble Excavation Company in the amount of Fifty Two Thousand Six Hundred Thirty Nine Dollars and 00/100 Dollars ($52,639.00) for the City Sidewalk & Curb Repair 2012 project in the City of Joplin, Missouri, be and the same is hereby approved.

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, said contractor shall be paid from the Infrastructure Fund, Account Number 305-4550-530-8635.

Section 3. That the Director of Public Works is hereby authorized to enter into contract on behalf of the City of Joplin with Cobble Excavation Company.

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 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

_____, 2012 by a _____ vote.

_____
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 to pay the amount called for in said contract in cash from the Infrastructure Fund No. 305-4550-530-8635 to pay the amounts called for on the basis of bids received.

_____
Leslie Jones, Finance Director

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012

Item: COUNCIL BILL NO. 2012-153
Originating Department: PUBLIC WORKS- AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam	Date: 8-27-12
Department Head:	David Hertzberg	Date: 8-27-12
Finance Department:	Leslie Jones	Date: 8-27-12
City Attorney:	Brian Head	Date: 8-28-12
City Manager:	Mark Rohr	Date: 8-28-12

Recommended Action: Approval of Change Order Agreement by and between the City of Joplin and Crawford, Murphy, & Tilly, Inc. (CMT) for the design of the Airfield Signage and Marking Project Change Order at the Joplin Regional Airport.

Background: Due to the number of airfield incursions at the complex intersections of Runway 5-23 & Runway 18-36 the Joplin Regional Airport has been placed on a priority compliance list within the FAA Safety program. These safety issues prompted a Runway Safety Action Team (RSAT) meeting earlier this spring and the final report was issued in May. Within this report there were 20 corrective action items sited. Of the items sited 18 were determined to be items that were to be addressed immediately and the other 2 items to be incorporated into the long term planning for the facility.

Discussion: The main issue was how to pay for these required changes. This process has been evolving over the last year and in anticipation of this we did not spend all the monies available in AIP Grant 27 & 28 nor did we close the contract with CMT. This provides us an avenue to access the remaining grant funds under the CMT contract. FAA has directed us to generate a Change Order (CO) with CMT for the required work. The CO work entailed design scope that they already had listed under their original contract. Without this open contract with CMT we have no ability to utilize these funds allotted in these grants.

The Change Order to the CMT contract will be $24,000. Total cost for the work is $154,942.00. FAA has reviewed the CO's and directed us to proceed ASAP. There is $186,000.00 Federal share left in Grant 27 & 28. The Federal share of both the Branco & CMT CO's will be $147,195.00 with our local match share will be $7,747.00.

Recommendation: Staff recommends approval of agreement by and between the City of Joplin and Crawford, Murphy, & Tilly, Inc. (CMT) for the design of the Airfield Signage and Marking Project change order at the Joplin Regional Airport

AMENDMENT NUMBER 1 FOR PROFESSIONAL SERVICES

Planning, Design and Construction Phase Services
For Project Named:
New Airfield Electrical Vault Building; Airfield Guidance Sign Replacement; Airfield Pavement Marking

AIP PROJ. NO.: 3-29-0037-27 & 28

THIS AMENDMENT NUMBER 1, for engineering services is entered into by the **CITY OF JOPLIN** (hereinafter,"Sponsor") and **CRAWFORD, MURPHY & TILLY, INC.** (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the sponsor and consultant entered into an Agreement on January 13, 2009 to accomplish a project at the Joplin Regional Airport (hereinafter, "Original Agreement"),

WHEREAS, the Sponsor and the Consultant now desire to enter into Amendment No 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Amendment No 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined on Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section 9 of the Original Agreement.

(B) The costs of Amendment No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section 9 of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	AMENDMENT NO 1	TOTAL
Fixed Fee	$8,615.46	$2,976.23	$11,591.69
Max. Fee Payable	$67,465.84	$23,966.74	$91,432.58

(D) Estimated costs for the services in Amendment No 1 are defined in Exhibit IV - SA1, Exhibit V – I SA1 and Exhibit V – II SA1, which are attached hereto and incorporated herein by reference.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Amendment No 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Amendment No 1 .

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

_____, MISSOURI, this _____ day of _____,

CITY OF JOPLIN, MISSOURI
(AIRPORT SPONSOR)

ATTEST:_____ BY:_____

TITLE:_____ TITLE:_____

DATE:_____

CRAWFORD, MURPHY & TILLY, INC.
(CONSULTANT)

(SEAL) Federal Employee Identification Number 37-0844662

ATTEST:_____ BY:_____

TITLE:_____ TITLE: PRESIDENT

DATE:_____

CMT No. 06092-02 combined with 11092-01

EXHIBIT II - SA1

SCOPE OF SERVICES

1. At request of FAA: 36-Point Wind Rose Analysis using the most recent 10 year weather data furnished by the National Climatic Data Center (NCDC).
2. Develop Airport Layout Plan Drawing to facilitate discussion of changes that would be required should Runway 5/23 be closed including proper runway marking, changes to the Runway Protection Zone and FAA Part 77 Surfaces.
3. Conduct a preliminary threshold location analysis for Runway 18/38 considering current topographic features and airspace surfaces based on updated FAA standards.
4. Evaluate the opportunity for Declared Distance Implementation.
5. Develop table of alternatives for addressing issues brought up during the course of the RSAT discussion including implementing declared distances, moving the Runway 36 threshold and replacement of the Localizer backcourse. Potential layout options and preliminary budgetary figures will be included in this work.
6. Attend on-site RSAT meeting at Airport, March 8, 2012
7. Develop Change Orders Numbers 6 and 7 to implement modifications to the construction contract mandated for immediate need by the RSAT study. This work included developing drawings, specifications and design narrative to contractually incorporate the added work into the contract including basis of payment.
8. Prepare Cost Estimates and Project Change Orders Numbers 6 and 7 with supporting information consisting of drawings, specification and design narrative.
9. Review and evaluate contractor cost submittal.
10. Coordination and review of shop drawings submitted by Branco and Subcontractors.
11. Attend project pre-construction meeting.
12. Participate in onsite project meeting including final inspection at conclusion of work.
13. Respond to contractor initiated Requests for Information (RFI) and consultation during construction.
14. Generation of Project Punchlist and follow up.
15. Incorporation of this work into the project final construction report and submittal.

EXHIBIT IV
AMENDMENT TO DESIGN PHASE SERVICES
JLN ELECTRICAL PROJECT AIP 3-29-0037-27 & 28
AE COST BREAKDOWN

NAME AND ADDRESS OF FIRM			
CRAWFORD, MURPHY AND TILLY, INC.			
PROJECT NUMBER(S) AND DESCRIPTION			DATE
JLN ELECTRICAL PROJECT AIP 3-29-0037-27 & 28			13-Aug-12
I. DIRECT COSTS			
Work Classification	No. Hrs.	Rate/Hr.	Total
1. Principals	0	$66.53	$0.00
2. Senior Project Engineer	0	$50.98	$0.00
3. Project Engineer	92	$39.98	$3,678.16
4. Senior Engineer	66	$32.02	$2,113.32
5. Engineer	26	$26.03	$676.78
6. Planner	55	$21.51	$1,183.05
7. Surveyor	0	$34.60	$0.00
8. Sr. Engineering Technicians	0	$30.09	$0.00
9. Technicians	3	$22.24	$66.72
10 Typists/Steros	0	$17.85	$0.00
	242	Total of Section I	$7,718.03
II. CONTRACTOR IN-HOUSE REPRODUCTION COSTS			$0.00
III. MATERIALS AND SUPPLIES (Not Included in G&A Costs)			$0.00
IV. INDIRECT COSTS (Formula Details)			
1. Overhead on Direct Labor - Percentage		56.30%	$4,345.25
2. General and Administrative Costs (% Direct Labor)		100.78%	$7,778.23
3. Profit - % of All above Direct and Indirect Costs (FIXED FEE)		15.00%	$2,976.23
		TOTAL OF SECTION IV	$15,099.71
V. TOTAL OF SECTIONS I, II, III, AND IV			$22,817.74
VI. REIMBURSABLE (SUBCONTRACT) ITEMS (Give Details)			
1 NOAA 38 POINT WIND DATA FOR JLN 2000 - 2009			$213.00
2 REPRODUCTION COSTS (See Attachement V-II)			$0.00
3 TRAVEL COSTS (See Attachement V-II)			$936.00
4 MAILING COSTS (See Attachement V-II)			$0.00
5			
6			
7			
		TOTAL OF SECTION VI	$1,149.00
VII. PROPOSAL (TOTAL OF SECTIONS V AND VI)			$23,966.74
REMARKS (Identify by Section and Item Number, if applicable, if additional space is required, use separate blank sheet of paper.)			

EXHIBIT V - I

JLN ELECTRICAL PROJECT AIP 3-29-0037-27 & 28

AMENDMENT TO DESIGN PHASE SERVICES

MANHOUR ESTIMATE AND CLASSIFICATION

TASK	PRINCIPAL	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	SENIOR ENGINEER	ENGINEER	PLANNER	SURVEYOR	SENIOR TECHNICIAN	TECHNICIAN	TYPIST	TOTAL
I. PRELIMINARY DESIGN ENGINEERING											0
ENGINEERING EVALUATION OF CLOSING RUNWAY 9/23 INCLUDING LAYOUTS, SCOPE OF ALTERNATES, DESIGN NARRATIVE, LIST OF DESIGN TASKS AND COST ESTIMATES			10		4	2					16
ATTEND ONSITE RSAT MEETING AT JLN			8								8
PREPARATIONS OF WILDLIFE HAZARD STUDY BASED ON MEETING WITH FAA IN KANSAS CITY DECEMBER 2011			4								4
PRODUCE CONCEPTUAL LAYOUT DRAWINGS FOR CLOSURE OF RUNWAY 9/23 INCLUDING MARKING LAYOUTS & COST ESTIMATING FOR COORDINATION AND FINALIZING THE SCOPE OF DESIGN WORK WITH FAA AND AIRPORT			6		6						12
											0
II PLANNING TASKS											0
DATA PROCUREMENT AND 30 POINT WIND ROSE ANALYSIS						8					8
AIRPORT LAYOUT PLAN DRAWING UPDATE						8			3		11
PRELIMINARY RUNWAY 35 THRESHOLD LOCATION ANALYSIS						13					13
DECLARED DISTANCES IMPLEMENTATION ANALYSIS						6					6
TABLE OF INTERSECTION LAYOUT ALTERNATIVES WITH COST ESTIMATES					4	18					22
											0
III DESIGN TASKS											0
IMPLEMENT MODIFICATIONS MANDATED BY RSAT STUDY; DEVELOP DRAWINGS, SPECIFICATION AND DESIGN NARRATIVE TO MODIFY EXISTING BRANCO CONTRACT BY CHANGE ORDER(S)			12	40	12						64
PROJECT MANAGEMENT CONSISTING OF VERBAL AND WRITTEN CORRESPONDANCE			4								4
PREPARE COST ESTIMATE AND PROJECT CHANGE ORDER(S)			4	8							12
											0
IV CONSTRUCTION TASKS											0
COORDINATION AND REVIEW OF SHOP DRAWINGS SUBMITTED BY BRANCO TEAM			8	10							18
PROJECT MANAGEMENT CONSISTING OF VERBAL AND WRITTEN CORRESPONDANCE			6								6
PRECONSTRUCTION MEETING			8								8
ON SITE PROJECT MEETING INCLUDING FINAL INSPECTION			8								8
RFI'S AND CONSULTATION			8								8
GENERATION OF PUNCHLIST AND FOLLOW UP			2								2
FINAL PROJECT PAPERWORK AND ADDITION TO PREVIOUSLY STARTED ELECTRICAL PROJECT FINAL CONSTRUCTION REPORT FINALIZE AND SUBMIT REPORT			4	8							12
											0
											0
TOTAL	0	0	82	66	26	55	0	0	3	0	242 Down

Print Range Name = Expenses

EXHIBIT V-II
JLN ELECTRICAL PROJECT AIP 3-29-0037-27 & 28
AMENDMENT TO DESIGN PHASE SERVICES
ESTIMATE OF PROJECT EXPENSES

REPRODUCTION COSTS

		NO. OF COPIES	NO. OF SHEETS	COST PER SHEET	SUBTOTAL COSTS	TOTAL COST
PROJECT START UP						
	KICK OFF MEETING			$0.05	$0.00	
	QAP PLAN			$0.05	$0.00	
	DESIGN REPORT - 30%			$0.05	$0.00	
			TOTAL		$0.00	$0.00
PRELIMINARY SUBMITTAL						
	DESIGN REPORT - 30%			$0.05	$0.00	
	DRAWINGS/EXHIBITS			$0.40	$0.00	
	CALCULATIONS			$0.05	$0.00	
			TOTAL			
PRE-FINAL SUBMITTAL						
	COST ESTIMATE REPORT			$0.05	$0.00	
	DRAWINGS - 1/2 SIZE			$0.40	$0.00	
	SPECIFICATIONS			$0.05	$0.00	
			TOTAL		$0.00	$0.00
FINAL SUBMITTAL AND BID DOCUMENTS						
	DRAWINGS - 1/2 SIZE			$0.40	$0.00	
	DRAWINGS - FULL SIZE			$0.90	$0.00	
	PROJECT MANUAL W/SPECIFICATIONS			$0.05	$0.00	
	DESIGN REPORT WITH CALCULATIONS			$0.05	$0.00	
	DRAWINGS - 1/2 SIZE - BID DOCS			$0.40	$0.00	
	PROJECT MANUAL W/SPECIFICATIONS - BID DOCS			$0.05	$0.00	
			TOTAL		$0.00	$0.00
			TOTAL, REPRODUCTION COST			$0.00

TRAVEL COSTS

		NUMBER OF DAYS PER VISIT	NUMBER OF TRIPS	NUMBER OF PERSONS	NUMBER OF MILES	PERSON DAYS PER TRIP (SUBSISTANCE)	ROOM NIGHTS PER TRIP (LODGING)	TOTAL MILES
NUMBER AND TYPE OF TRIPS								
	SITE VISIT BY ENGINEER		3	1	600			1800
	SURVEY CREW							0
	PRE-BID MEETING							0
	BID OPENING							0
	OVERNIGHT STAYS							0
	TOTALS					0	0	1800

		NUMBER OF MILES	UNIT	QUANTITY	UNIT COSTS		SUBTOTAL COSTS
TRAVEL AND SUBSISTANCE							
	MILEAGE	1800	MILES		$0.52		$936.00
	LODGING		NIGHTS	0	$72.00		$0.00
	SUBSISTANCE		DAYS	0	$27.00		$0.00
				TOTAL, TRAVEL COST			$936.00

MATERIALS AND SUPPLIES

		ESTIMATED NO. OF SHEETS	COST PER SHEET	SUBTOTAL COST	TOTAL COST
	CHECK PRINTS - PLAN DRAWINGS - FULL SIZE		$0.80	$0.00	
	CHECK PRINTS - PLAN DRAWINGS - 1/2 SIZE		$0.40	$0.00	
	CHECK PRINTS 8 1/2" X 11"		$0.05	$0.00	
			$0.05	$0.00	
				$0.00	
			TOTAL, MATERIAL COSTS		$0.00

MAILING COSTS

		NO. OF PACKAGES	DELIVERY COST PER 10 lb PKG.	DELIVERY COST PER 25 lb PKG.	SUBTOTAL COST	TOTAL COST
Entire Project						
	START UP MATERIALS		$12.50		$0.00	
	30% SUBMITTAL		$8.00		$0.00	
	90% SUBMITTAL		$8.00		$0.00	
	100% FINAL SUBMITTAL - BID DOCUMENTS		$10.00		$0.00	
			$12.50		$0.00	
		TOTAL			$0.00	
			TOTAL, MAILING COSTS			$0.00

TOTAL $936.00

23966.7363

34118.68

COUNCIL BILL NO. 2012-153 **ORDINANCE NO.**

AN ORDINANCE approving Change Order Agreement between the City of Joplin and Crawford, Murphy & Tilly, Inc. (CMT) for the design of the Airfield Signage and Marking Project Change Order at the Joplin Regional Airport.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That a Change Order Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc. (CMT) for the design of the Airfield Signage and Marking Project Change Order at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the Director of Public Works is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage 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

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: September 4, 2012

ITEM: Council Bill No. 2012-452 authorizes the execution of a Basic Support -Local Health Department Grant Award Agreement between the Missouri Foundation for Health and the Joplin City Health Department.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2012-452, together with a copy of the agreement.

HEALTH DIRECTOR	Dan Pekarek	**DATE:** 8-27-12
CITY MANAGER:	R. Mark Rohr	**DATE:** 8-27-12
CITY ATTORNEY:	Brian W. Head	**DATE:** 8-27-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 8-27-12

RECOMMENDED ACTION:

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

SUMMARY:

The City Health Department requests consideration of this Council Bill that authorizes a funding agreement between the Missouri Foundation for Health (MFH) and the City of Joplin Health Department. The agreement provides funding for various equipment and supplies in the health department.

The MFH is a philanthropic organization whose vision is to improve the health of the people in the communities it serves. Annually, it provides funds for a multitude of human service activities to various agencies across the state. Recently the MFH made available a grant opportunity for local health departments. This grant, the Basic Support-Local Health Department Grant makes funding available to successful applicants. The funding may be used for acquisition of equipment and supplies that allow for improved services to clients. It cannot be used for such areas as staffing, ongoing program operational expenses, real estate purchases, etc.

While a final use of funds is yet to be determined, health dept. staff have been meeting with other city staff to finalize a list of fundable items.

This agreement period is for a 12 month period beginning October, 2012 and is for a total amount of $25,000. No city matching funds are required. Staff recommends approval of this Council Bill on an emergency basis.

BASIC SUPPORT - LOCAL HEALTH DEPARTMENT
GRANT AWARD AGREEMENT 12-0542-BHD-12

THIS BASIC SUPPORT - LOCAL HEALTH DEPARTMENT GRANT AWARD AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2012, by and between The Missouri Foundation for Health ("Foundation") and Joplin City Health Department ("Grantee").

WHEREAS, Grantee has submitted an application to Foundation received on June 1, 2012 (the "Application") for Basic Support funding (the "Project"); and

WHEREAS, Foundation agrees to make a grant to Grantee for $25,000 to fund the Project, subject to the terms and conditions set forth herein (the "Grant").

NOW, THEREFORE, the parties agree as follows:

1. Scope of Project. Grantee shall perform the Project as set forth in the Application, a copy of which is provided as Attachment A and which is incorporated by this reference as if fully recited herein. Any variations in the Project or the use of Grant funds from that described in the Application requires the advance express written approval of Foundation.

2. Project Period. The Project has been approved for a period of 12 months beginning October 2012 and ending September 2013 (the "Project Period").

3. Extension of Project Period. Basic Support - Local Health Department grant awards cannot be extended.

4. Disbursement Schedule. Foundation will disburse Grant funds in a one-time lump sum payment upon receipt of the signed grant award agreement.

5. Expenditures. Basic Support – Local Health Department funds may be used only to supplement health department budgets for the purchase of equipment and supplies.

6. Final Reports. Grantee agrees to deliver to the Foundation Grants Manager a detailed Final Expenditure and Project Status Report in a format acceptable to Foundation no later than 30 days after the conclusion of the Project Period. The Final Expenditure Report shall document actual expenses by type of expense for the entire Project Period. Appropriate documentation (paid invoices) to support equipment expenses shall be provided with the Final Expenditure Report. No documentation is required for supplies.

   The Final Project Status Report will be a narrative account of accomplishments and impact to the agency or community served resulting from the expenditure of Grant funds.

7. Records. Although the Grant funds need not be segregated, Grant funds and records of receipts and expenditures must be shown separately on Grantee's books for ease of reference and verification. Such records as well as copies of reports submitted to Foundation shall be retained by Grantee for at least four years following completion of the Project Period.

8. Foundation Right to Review and Evaluate. Foundation may review and conduct an evaluation of the Project funded by this Grant, which may include one or more visits from Foundation personnel to observe the Project, discuss the Project with Grantee's personnel and review financial and other non-patient records and materials connected with the activities financed by this Grant. All financial and other non-patient records relating to the Project shall be made available at Grantee's regular place of business for inspection by Foundation personnel, or its designated representative, at reasonable times. Grantee will receive notice of Foundation's review findings and shall, at the discretion of Foundation, be given an opportunity to correct any non-compliance issues. If Grantee fails to correct any non-compliance issues within the time period specified by Foundation, Foundation may exercise its rights as set forth in paragraph 11 of this Agreement.

9. Maintaining Tax Status. Grantee shall maintain the Internal Revenue Service tax code status that it had when submitting the Application throughout the duration of the Project Period unless otherwise approved by Foundation.

10. Title to Property Acquired with Grant Funds. Title to all tangible personal property, fixtures or equipment purchased with Foundation funds ("Grant Funded Property"), shall be vested in Grantee.

11. Foundation's Right to Return of Funds or Property. Any Foundation funds not used by Grantee for the purposes of the Project remain the property of Foundation and shall be promptly returned to Foundation at the conclusion of the Project Period. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of unexpended Grant funds or Grant funds which were not applied in accordance with the terms of this Agreement.

12. Publicity/Use of Project Results. All publicity associated with the Project must clearly identify The Missouri Foundation for Health as a funding source using the following statement:

> "Funding for this project was provided ["in whole" or "in part"] by The Missouri Foundation for Health. The Missouri Foundation for Health is a philanthropic organization whose vision is to improve the health of the people in the communities it serves."

13. Termination of Grant by Foundation. The Foundation, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant funds if: (a) Grantee fails to meet the conditions set forth in this Agreement and the Application; (b) Grantee's federal income tax status changes; or (c) Grantee dissolves.

If the Grant is terminated prior to the end of the Project Period, Grantee shall: (a) provide Foundation with a full accounting of the receipt and disbursement of Grant funds for the Project through the effective date of termination, (b) repay, within 30 days of the effective date of termination, all Grant funds which were not expended on or prior to the effective date of termination and all Grant funds which were expended prior to the date of termination of the Grant but which expenditures relate to a phase of the Project allocable to a time period after the effective date of termination.

Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of Grant funds already expended by Grantee which were not applied in accordance with the conditions in this Agreement.

14. Relationship of Parties. Foundation and Grantee agree that this Grant does not create a principal-agent relationship of any type between the parties and that Grantee will not, by act of omission or commission, foster any belief on the part of third parties that such relationship exists.

15. Indemnification. Foundation is a funding source only and does not participate in or direct any of the activities or services of Grantee. Accordingly, Grantee understands and agrees that Foundation, its directors, officers, employees and agents will not be liable for any of Grantee's contracts, torts, or other acts or omissions, or those by Grantee's directors, officers, members, employees or funded-activity participants. Grantee understands and agrees that Foundation's insurance policies or self-insurance plans do not extend to or protect Grantee nor Grantee's directors, officers, members, staff or funded-activity participants. Grantee understands and agrees that Foundation will not provide any legal defense for Grantee or any such person in the event of any claim against any or all of them. Unless prohibited by law, Grantee shall hold Foundation harmless from all liability, including but not limited to costs of defense, from the contracts, torts or other acts or omissions of the Grantee, its employees, directors, officers, employees or funded activity participants in any way connected with any activity of Grantee including but not limited to the funded activity.

16. Authority and Validity. Each individual executing this Agreement on behalf of Grantee warrants that he has full power and authority to execute this Agreement on behalf of such organization. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.

17. Nondiscrimination. Grantee agrees that in providing services under the Project, Grantee will not discriminate on the basis of race, color, sex, national origin, religion, age, disability, sexual orientation, or veteran status either in its employment practices or in its policies and procedures concerning access to services.

18. No Guarantee of Future Funding. Provision of this Grant does not imply any future funding commitment by Foundation.

19. Lobbying. By accepting this grant, Grantee agrees that these funds will be used exclusively for exempt purposes and will not be used to carry on propaganda, or otherwise attempting to influence legislation or to participate in any political campaign on behalf of any candidate for office.

20. Entire Agreement. This Grant Award Agreement and all Attachments constitute the entire Agreement between the parties regarding the Project and supercede all previous related understandings or written or oral agreements between the parties.

21. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by both Foundation and Grantee.

22. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Missouri.

23. Gender and Number. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.

24. Headings. The paragraph headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

IN WITNESS WHEREOF, we have executed this Agreement as of the date first above written.

Joplin City Health Department

By: _____
Mr. Daniel Pekarek
BS-Director

The Missouri Foundation for Health

By: _____
Robert G. Hughes
President and Chief Executive Officer

Attachments to Agreement:

A. Basic Support - Local Health Department Application

Attachment A.

Basic Support - Local Health Department Application

Basic Support - Local Health Department Application follows this page

Missouri Foundation for Health **Basic Support – Cycle III** **Local Health Departments 2012**	MFH Missouri Foundation for Health	**For Internal Use Only:** Date Received: Reference Number: 12-0542-BHD

Legal Name of Applicant Organization: Joplin City Health Department		
Address: 321 East 4th Street	**County:**	
City: Joplin	**State:** MO	**Zip Code:** 64801-2262

Primary Contact and Title: Mr. Daniel Pekarek **BS-Director**	**Telephone (area code):** (417) 623-6122	**E-mail Address:** dpekarek@joplinmo.org
Secondary Contact and Title:	**Telephone (area code):**	**E-mail Address:**
Federal Tax ID (EIN) Number: 44-6000196	**Organization Website:** www.joplinmo.org	

Project Budget – Allowable Use of Funding

This funding program is limited to the purchase of **equipment and/or supplies** to supplement operating budgets. Staff salaries and other types of expenses are not allowed.

Printed name of person authorized to sign grant award agreement if application is approved by MFH Board of Directors: R. MARK Rohr	**Title:** City Manager
Printed name of Health Department Administrator: Mr. Daniel Pekarek	
Signature of Health Department Administrator: Daniel Pekarek	**Date:** 5/9/12

COUNCIL BILL NO. 2012-452 ORDINANCE NO.

AN ORDINANCE approving a Basic Support-Local Health Department Grant Award Agreement by and between the Missouri Foundation for Health, and the Joplin City Health Department, for a 12 month period beginning October, 2012, for the amount of Twenty Five Thousand dollars and no Cents ($25,000.00), for the purpose of equipment and supplies improvements; and, authorizing the City Manager to execute the same by and on behalf of the Joplin City Health Department; and containing an emergency clause.

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

Section 1. That the Basic Support-Local Health Department Grant Award Agreement by and between the Missouri Foundation for Health, and the Joplin City Health Department, providing funding for various equipment and supplies, a true and accurate copy of the same being attached hereto, be and the same is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said agreement by and on behalf of the Joplin City Health Department.

Section 3. That this Ordinance dealing with the immediate preservation of 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 _____, 2012, by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 4, 2012
Council Bill No. 2012-620
Item: Agreement for Construction of an Off-Leash Dog Park at Parr Hill
Originating Department: Joplin Parks and Recreation Department

Attachments: 1) Agreement
2) Council Bill No. 2012-620

Parks and Recreation: Chris Cotten — Date: 8-24-12
Finance Department: Leslie Jones — Date: 8-27-12
City Attorney: Brian Heald — Date: 9-22-12
City Manager: Mark Rohr — Date: 8-27-12

Recommended Action: To enter into a Sponsorship Agreement with Mars Petcare for the purpose of building an off leash dog park at Parr Hill Park as part of the rebuild process.

Background: During the Informal on December 19, 2011 the re-development concept of Parr Hill Park was presented to the Council for consideration. As a part of that concept, an off-leash dog park was proposed. That concept was approved as part of the plan and I have been working with Mars, Pet Care since that meeting to work out a Sponsorship Agreement to install over $20,000 worth of product to help make this park a reality.

Discussion:

Mars Pet Care will pay for a large portion of this project. The Parks and Stormwater Tax will cover adding amenities to the location such as running water lines for drinking fountains for people and dogs, adding shade structures, and running electric for the entry gates.

Recommendation: Staff recommends the approval of this agreement on an emergency basis.

COUNCIL BILL NO. 2012-620 ORDINANCE NO.

AN ORDINANCE approving the Sponsorship Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and the MARS Petcare US Inc., a Delaware Corporation, for the development of a dog park at Parr Hill Park; 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 Sponsorship Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and MARS Petcare US Inc., for development and sponsorship rights for a dog park to be constructed at Parr Hill Park in Joplin, Missouri, 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 Sponsorship 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

SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is entered into on the ____ day of **June, 2012** (the "Effective Date"), and is entered into by and between **Mars Petcare US, Inc.**, a subsidiary of Mars, Incorporated, a Delaware corporation having a place of business at 315 Cool Springs Blvd, Franklin, TN 37067, (the "Sponsor") and the **City of Joplin, Missouri**, having a place of business at _____ (the "City").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration, the parties hereby agree as follows:

1) **Sponsorship.** The Sponsor will participate as an official sponsor as described in Schedule A hereto (the "Dog Park"). Such sponsorship shall be exclusive to the extent described in Schedule A hereto. The Sponsor shall have the right to indicate the Sponsor's status as an official sponsor of the Dog Park in any promotional, advertising, or other materials.

2) **Sponsorship.** In consideration of its sponsorship of the Dog Park and any promotional benefits described herein, the Sponsor will contribute to the City the materials and labor as specified in Schedule A hereto, consistent with the planned dog park as illustrated on Schedule B.

3) **Sponsor Identification.** As outlined on Schedule A hereto, the City will prominently identify the Sponsor as official sponsor of the Dog Park on all promotional and advertising materials related to the Park. Such materials shall include, but not be limited to, signage, banners, advertisements and other items described on Schedule A hereto. The manner and content of such sponsorship identification shall be subject to the Sponsor's prior approval pursuant to Paragraph 6 hereof.

4) **Sponsor Activities.** At its option, the Sponsor may conduct any or all of the activities described in Schedule A in connection with its sponsorship of the Dog Park.

5) **Additional Costs.** Unless otherwise expressly assumed by the Sponsor in this Agreement, as between the parties, all costs incurred with connection with the Dog Park sponsorship events shall be borne by the City.

6) **Use of the Sponsor's Marks.** The Sponsor hereby grants to the City a royalty-free, nonexclusive license to use and display the logos, trademarks and trade names associated with the Sponsor described in Schedule A hereto ("Sponsor's Marks"), such use to be limited solely to Sponsor's sponsorship of the Dog Park, and advertising and promotional activities relating thereto. The City will not use the Sponsor's Marks in any way that would cause any person reasonably to infer, or would otherwise convey the impression, that the City is in any way endorsed by or acting on behalf of the Sponsor. The City will not use the Sponsor's Marks without the Sponsor's express prior written consent to each such use. If the Sponsor determines that the City's use or display of the Sponsor's Marks is or may be detrimental to the Sponsor's interest, the Sponsor may issue instructions to the City concerning the matter, if any, in which the City may continue to use the Sponsor's Marks, and the City will promptly comply with the instruction or cease such use. The City acknowledges that the provisions of this Paragraph 6 do not convey to the City any proprietary or other right, title or ownership interests in the Sponsor's Marks, any mark containing the Sponsor's Marks, or any goodwill associated therewith. The City's use of the Sponsor's Marks shall inure to the benefit of the Sponsor.

7) **Use of City Marks.** The City hereby grants to the Sponsor a royalty-free, nonexclusive license to use and display the logos, trademarks and trade names associated with the City ("City's Marks"), such use to be limited solely to the advertising and promotional activities contemplated herein. The Sponsor

will not use the City's Marks in any way that would cause any person reasonably to infer, or would otherwise convey the impression, that the Sponsor is in any way endorsed by or acting on behalf of the City. The Sponsor will not use the City's Marks without the City's express prior written consent to each such use. If the City determines that the Sponsor's use or display of the City's Marks is or may be detrimental to the City's interest, the City may issue instructions to the Sponsor concerning the matter, if any, in which the Sponsor may continue to use the City's Marks, and the Sponsor will promptly comply with the instruction or cease such use. The Sponsor acknowledges that the provisions of this Paragraph 7 do not convey to the Sponsor any proprietary or other right, title or ownership interests in the City's Marks, any mark containing the City's Marks, or any goodwill associated therewith. The Sponsor's use of the City's Marks shall inure to the benefit of the City.

8) **Website.**

(a) At the option of Sponsor, one or more pages of the Parks Department section included within the City of Joplin website maintained by City (the "***City or Park Website***"), the City shall include the following (such page(s) on the City Website or Park Website to be referred to the "***Parks Page(s)***"): (i) a statement that "[Mars Petcare US, Inc]. or [Pedigree] is the Exclusive Pet Food Sponsor of the Dog Park" or other words that convey a similar meaning that may be jointly agreed upon by the Parties from time-to-time (the "***Statement***"); and (ii) Sponsor's corporate logo and tagline(s) (collectively, the "***Logo***"), which will necessarily include the format, design, art, images, graphics, color, style, appearance, font, taglines, slogans, words, symbols and other identifying marks and characteristics chosen by Sponsor and approved by City, which approval shall not be unreasonably withheld.) In addition, the Parks Pages on the Park Website shall include one or more links allowing website users to directly access Sponsor's website home page (the "***Links***"). The Statement, the Logo and the Links may be referred to, collectively, as the "***Sponsor Recognition***"). If the City Website or Park Website are replaced with another website or websites maintained or funded by the City, the Sponsor Recognition will be included in the replacement website(s). Sponsor shall provide the City with the webpage design and content for integration by the City into the Website. Sponsor and City shall agree on the final design. Notwithstanding the foregoing, Sponsor acknowledges that City has no legal obligation to continue funding of the Website and may discontinue said website at any time.

i) The Statement shall be displayed in a manner to be jointly agreed upon by the Parties from time-to-time, taking into account the font type (e.g. Arial), style (e.g. bold faced), size, color, character spacing, and effects (e.g. all caps) utilized on the remainder of the Parks Pages, as well as the format and other characteristics of the Parks Pages, so that the Statement is consistent with the remainder thereof and is prominent and easily identifiable.

ii) Sponsor shall, from time-to-time, provide the Logo to be displayed on the Parks Pages. The Logo shall be displayed in a manner jointly agreed upon by the Parties but, in any event, shall be located immediately adjacent to the Statement and shall be of such size and prominence as to make it easily identifiable.

iii) The Parties shall agree from time-to-time as to how the Links appear on the Parks Pages of the Park Website, which may include setting up the Statement and/or the Logo themselves, and/or separate words (such as "Pedigree" or "Mars Petcare US, Inc.") located immediately adjacent to the Statement and Logo, to act as a "one click" direct link to Sponsor's website.

iv) Notwithstanding anything to the contrary contained in subsections (i), (ii) or (iii) immediately preceding, if City includes on the Parks Pages (i) a statement concerning the sponsorship by any other corporate sponsor, (ii) any such sponsor's Marks, or (iii) a link to the website of any such sponsor, then the

Statement, the Logo and the Links shall be given equal or greater character, size and prominence as that given to any such sponsor. Likewise, if City includes in any other portion of the Website (x) a statement concerning the sponsorship of the Dog Park by any of its other corporate sponsors, (y) any such sponsor's Marks, or (z) a link to the website of any such sponsor, then the City shall, correspondingly, include in such portion of the Website the Statement, the Logo and/or the Links, with equal or greater character, size and prominence as that given to any such sponsor.

v) Notwithstanding anything to the contrary in the foregoing, the actual appearance, location and placement of the Statement, the Logo and the Links on the Parks Pages or elsewhere on the Website, including any changes thereto from time-to-time, must be approved by the Sponsor in writing prior to the time that it is published to the internet.

vi) In the event the City or its Affiliates maintain one or more websites that include information about the Dog Park, other than the City Website and the Park Website, the foregoing provisions shall apply to each such other website.

9) Press Materials.

(a) Upon execution of this Agreement, the City and the Sponsor shall issue a joint press release announcing the sponsorship relationship between the City and the Sponsor, as set forth herein, and otherwise containing mutually acceptable language. Any terms and conditions of this Agreement, and the Parties' relationship hereunder, set forth in such press release or any other press releases that may be issued during the Term, which are jointly approved by the Parties, may be utilized in other press releases, announcements or other publications of a Party.

(b) The City shall credit the Sponsor as its exclusive Dog Park sponsor in all press releases issued by the City to promote the Dog Park. The Parties shall agree upon the language to be used, which shall be included in the "boilerplate" portion of such press releases where the City generically describes its organization, its purpose and/or the services it provides. If the City includes any other corporate sponsor in such portion of its press releases, then the language describing the Sponsor shall be given equal or greater character, size and prominence as that given to any such sponsor.

10) City Representations and Warranties. The City represents and warrants to the Sponsor:

(a) The Dog Park and all promotional and other activities to be conducted by the City hereunder will be maintained and conducted in a safe and responsible manner in accordance with applicable local, state and federal laws and regulations, and in accordance with all third party agreements to which the City is a party or by which it is bound.

(b) The City is insured by reputable and responsible carriers, with coverages at least as extensive as are customary in the circumstances and limits of not less than the amounts required by Missouri law, against losses, liabilities and damages to persons and property at or in connection with the Dog Park or related activities. Such insurance shall remain in effect throughout the term of this Agreement, and shall name the Sponsor, its parent subsidiaries and affiliates as an additional insured. The City shall provide for at least thirty (30) days prior notice to the Sponsor before any cancellation or material amendment. The City will furnish to the sponsor a Certificate of Insurance certifying compliance with this paragraph. The insurance limit identified above shall not be considered a limit of City's liability.

(c) The City is the authorized licensor of the City's Marks and has the right to grant to the Sponsor the license described in Paragraph 7 hereof.

(d) The City has obtained or will timely obtain all approvals, consents or releases of third parties needed in order to conduct the activities contemplated by this Agreement and to enable the Parties to exercise the rights granted to them under this Agreement.

(e) The execution, delivery and performance of this Agreement by the City have been duly authorized by all necessary corporate or other action and do not require the consent of any third party except for consents that have been or will be obtained prior to the commencement of the activities contemplated by this Agreement.

11) **Sponsor Representations and Warranties.** The Sponsor represents and warrants to the City:

(a) To the extent the Sponsor conducts any activities described on Schedule A hereto, such promotional activities of the Sponsor shall be conducted in a safe and responsible manner in accordance with applicable local, state and federal laws and regulations, and in accordance with all third party agreements to which the Sponsor is a party or by which it is bound.

(b) For any events conducted by the Sponsor at the Dog Park, the Sponsor will provide a certificate of insurance, naming the City as an additional insured, with coverages provided by reputable and responsible carriers and limits of not less than the amounts carried by City under Missouri law, against losses, liabilities and damages to persons and property at or in connection with the activities conducted by Sponsor at the Dog Park.

(c) The Sponsor is the authorized licensor of the Sponsor's Marks and has the right to grant to the City the license described in Paragraph 6 hereof.

(d) The Sponsor has obtained or will timely obtain all approvals, consents or releases of third parties needed in order to conduct the activities contemplated by this Agreement and to enable the Parties to exercise the rights granted to them under this Agreement.

(e) The execution, delivery and performance of this Agreement by the Sponsor have been duly authorized by all necessary corporate or other action and do not require the consent of any third party except for consents that have been or will be obtained prior to the commencement of the activities contemplated by this Agreement.

12) **Indemnity.** To the extent permitted by law, each Party will indemnify and hold the other (including, without limitation, its affiliates and their respective officers, directors, employees and agents) harmless from and against any and all claims or actions (whether or not groundless), liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of or in connection with the negligence or intentional acts of the indemnifying party or for the breach of any representation, warranty or obligation of the indemnifying party under this Agreement. Each party (the "Notifying Party) shall promptly notify the other party (the "Indemnifying Party") of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this Paragraph 10 (a "Third Party Claim") and shall give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with its own counsel provided that the Notifying Party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable time after receipt of notice of a Third Party Claim the Indemnifying Party shall fail to undertake to so defend, the Notifying Party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and

expense of the Indemnifying Party. Each party shall make available to the other, at the other's expense, such information and assistance as the other shall reasonably request in connection with the defense of a Third Party Claim.

13) **Term of Agreement.** This Agreement will begin on the Effective Date and will remain in effect for a period of five (5) years thereafter (the "Term"), unless terminated pursuant to Section 15 below.

14) **Termination of Agreement.** This Agreement may be terminated in its entirety as follows:

(a) If either Party fails to meet any of its obligations under this Agreement and such failure is not remedied within thirty (30) days after written notice of such failure from the other Party, such other Party may terminate this Agreement upon written notice of termination to the nonperforming Party.
(b) This Agreement will automatically terminate if either Party: (i) voluntarily institutes insolvency, receivership or bankruptcy proceedings, (ii) is involuntarily made subject to any bankruptcy or insolvency proceeding and such proceeding is not dismissed within sixty (60) days of the filing of such proceeding; (iii) makes an assignment for the benefit of creditors, or (iv) undergoes any dissolution or cessation of business.
(c) In the event of any publicity concerning the City or its affiliates, which the Sponsor reasonably deems to have (or be likely to have) a negative impact on the Sponsor or its products, brands or business, the Sponsor may terminate this Agreement upon written notice of termination to the City.
(d) In the event of any publicity concerning the Sponsor or its affiliates, which the City reasonably deems to have (or is likely to have) a negative impact on the City, the City may terminate this Agreement upon written notice of termination to the Sponsor.
(e) Either Party may terminate this Agreement with or without cause by providing at least thirty (30) days' prior written notice to the other Party prior to the beginning of a Contract Year.

15) **Effect of Termination.** The expiration or termination of this Agreement shall not affect any rights or obligations that may have accrued to a Party prior thereto. The representation and warranties contained in Paragraphs 10 and 11 hereof, and the indemnification obligations established by Paragraph 12 hereof, each shall survive the termination or expiration of this Agreement. Upon the expiration or termination of this Agreement, (a) the City shall promptly (i) deliver to the Sponsor all items bearing the Sponsor's Marks produced hereunder or (ii) at the Sponsor's request, destroy such items or obliterate the Sponsor's Marks therefrom and furnish Sponsor with written confirmation of such destruction or obliteration and (b) the Sponsor shall promptly (i) deliver to the City all items bearing the City's Marks produced hereunder or (ii) at the City's request, destroy such items or obliterate the City's Marks therefrom and furnish the City with written confirmation of such destruction or obliteration.

16) **Renewal.** Unless this Agreement is terminated under the conditions of paragraph 14 hereof, the City will offer the Sponsor in writing the opportunity to renew this Agreement as provided on Schedule A hereto, with such changes and additions, if any, as the City may specify.

17) **Force Majeure, Etc.** in the event that strikes or other labor disputes, riots, war, acts of God, invasion, fire, explosion, floods, delay of carriers, shortage or failure in the supply of materials, acts of government or governmental agencies or instrumentalities, or other contingencies beyond the reasonable control of either party interfere with, or prevent, the fulfillment by such party of its obligations hereunder, such obligations shall be suspended until such time as such contingency or contingencies have terminated. Each party shall promptly notify the other upon becoming aware that any such contingency or

contingencies have occurred or are likely to occur and shall use its reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder. If such delay or interference continues for more than five (5) days, the other party may terminate this Agreement by written notice thereof to the nonperforming party.

18) Invalidity. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or any invalid portion thereof, had not been a part hereof, provided, however, that if without such invalid provision the fundamental mutual objectives of the parties cannot be achieved, then either party may terminate this Agreement without penalty by written notice to the other.

19) Confidentiality. Each Party agrees: (i) to observe complete confidentiality with respect to, and not to disclose, or permit any third party or entity access to, the other Party's Confidential Information (or any portion thereof) without prior written permission of the other Party; (ii) not to utilize the other Party's Confidential Information (or any portion thereof) except as required to perform any obligations under this Agreement; and (iii) to ensure that any of its employees who receive access to the other Party's Confidential Information are advised of the confidential and proprietary nature thereof, are prohibited from copying, utilizing or disclosing such Confidential Information, except as required to perform any obligations under this Agreement, and are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein. Any information which is subject to public inspection under the open records laws of the State of Missouri will not be considered Confidential Information.

20) Protection. Without limiting the foregoing, each Party agrees to employ with regard to the other Party's Confidential Information procedures that are no less restrictive than the procedures used by it to protect its own confidential and proprietary information of similar sensitivity (and that in no event are less restrictive than reasonable procedures).

21) Requested Disclosure. If a Party is requested to disclose any of the other Party's Confidential Information pursuant to any judicial or governmental order, that Party will not disclose the Confidential Information without first giving the other Party written notice of the request and sufficient opportunity to contest the order.

22) Miscellaneous.

(a) No Assignment. Neither Party may assign or transfer (whether by merger, operation of law or otherwise) its interest in this Agreement without obtaining the prior written consent of the other Party, which consent may be withheld in such other Party's sole discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

(b) Final Agreement. This Agreement, together with all Exhibits and Schedules hereto (which are incorporated into this Agreement by this reference), constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, including the Prior Agreement (provided that any rights or obligations that may have accrued to a Party prior to the execution hereof shall survive), understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no other warranties, representations or other agreements between the Parties in connection with the subject matter hereof. This Agreement cannot be varied, modified, amended or altered except by the written agreement of the Parties hereto.

Choice of Law; Attorneys' Fees. This Agreement shall be construed and interpreted in accordance with the laws of the State of Missouri. In the event of any litigation arising out of this Agreement, the Party prevailing in obtaining the relief sought, in addition to all other sums that it may be entitled to recover, shall be entitled to recover from the other Party its reasonable attorneys' fees and expenses incurred as a result of the litigation. Any litigation arising out of this Agreement will be tried in the courts of Jasper County, Missouri.

(c) Notices. Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date (i) when personally delivered, (ii) upon delivery if deposited with a nationally recognized commercial courier for next day delivery, to the address for each Party set forth below, (iii) upon delivery if deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each Party set forth below, or (iv) at the time of transmission if delivered by facsimile transmission on a Business Day during normal business hours for the time zone in which the recipient is located, otherwise it shall be deemed to be delivered on the next succeeding Business Day; *provided, however*, that notice delivered by facsimile transmission shall only be effective if (A) printed confirmation of such transmission is kept by the sending Party, and (B) a copy of such notice is also sent in accordance with items (i), (ii) or (iii) preceding within one (1) Business Day after its delivery by facsimile transmission), addressed (in any case) as follows:

If to Sponsor:
Mars Petcare US, Inc.
315 Cool Springs Boulevard
Franklin, Tennessee 37067
Attn. Legal Team
Telephone*: 615-807-4502
Facsimile: 615-468-2743
Email*: bo.segers@effem.com
* not for notice purposes

If to City:
City of Joplin, Missouri
602 S. Main St.
Joplin, Missouri 64801
Attn: City Attorney
Telephone*: 417-624-0820 x225
Facsimile: 417-625-4713
Email*: pedwards@joplinmo.org
* not for notice purposes

and/or to such other respective address and/or addresses as may be designated by notice given in accordance with the provisions hereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. Notwithstanding the foregoing, a Party may use other means of communication than those set forth above, provided that (x) delivery shall be deemed to occur only upon actual receipt by the appropriate employee of the receiving Party, and (y) the burden of proof of receipt by the receiving Party shall be upon the sending Party.

(d) Fees and Expenses. Unless otherwise stated herein, each Party shall be responsible for all of the costs and expenses incurred by it in connection with this Agreement.

(e) Other Miscellaneous. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be

invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. Unless the context indicates otherwise, (i) the terms "hereof", "hereunder", "herein" and similar expressions refer to this Agreement as a whole, (ii) the singular shall include the plural and the masculine gender shall include the feminine and the neuter, (iii) all references to Sections and sub-sections shall be deemed references to the Sections and sub-sections of this Agreement, and (iv) the terms "includes" or "including" shall mean and refer to "including, without limitation". All currency amounts referenced in this Agreement shall be to United States dollars. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof. Nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person or entity not a party hereto any rights or remedies under or by reason of this Agreement.

(f) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Agreement may be transmitted between the Parties via facsimile or by e-mail, and signature pages transmitted by facsimile or by e-mail shall be deemed originals.

23) Prevailing Wage. If an outside third party contractor is used for any reason under the terms of this agreement, said contractor and any employees, agents or subcontractors must be paid pursuant to Missouri Prevailing Wage guidelines. Sponsor assume responsibility for this determination and any liability for back wages or penalties that may be assessed for failure to following Missouri Prevailing Wage laws.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

City of Joplin, Missouri

By_____

Name_____

Title_____

Mars Petcare US, Inc.

By_____

Name_____

Title_____

SCHEDULE A
TO SPONSORSHIP AGREEMENT

1. Event

Name: Joplin Dog Park
Location: _____
Description: City Dog Park

2. Exclusivity of Sponsorship

(a) Sponsor will be the only major sponsor of the Dog Park grounds for the Term of this Agreement. Sponsor will be granted first right of refusal for any sponsorship/participation in Park-related events.

(b) City may accept a monetary donation from another pet food company so long as City does not sanction, approve, display Marks, or otherwise endorse such pet food company or its pet food products, or otherwise indicate that such company or such products sponsor City or its affiliates in any way.

3. Fee.

Within ____ weeks of execution of this agreement, the Sponsor shall make the following improvements to the City Dog Park:

Fencing for Large Dog park area	1
Fencing for Small Dog park area	1
Entry Gate/Unlease area Fencing Small dog park	1
Entry Gate/Unlease area Fencing Large dog park	1
Sitting benches for entry gate/Unlease area (Small)	1
Sitting benches for entry gate/Unlease area (Large)	1
Sitting benches for open area (Small)	2
Sitting Benches for open area (Large)	2
Pick up stations	6
Pick up station signs	6
Large Dog Area Sign	1
Small Dog Area Sign	1
Pet control Signs	4
Pet Parking Signs	4
Sponsorhip signs	2

5. Promotional Benefits.

(a) Pet Food and Treats. Exclusive pet food and treats distribution rights at the Dog Park

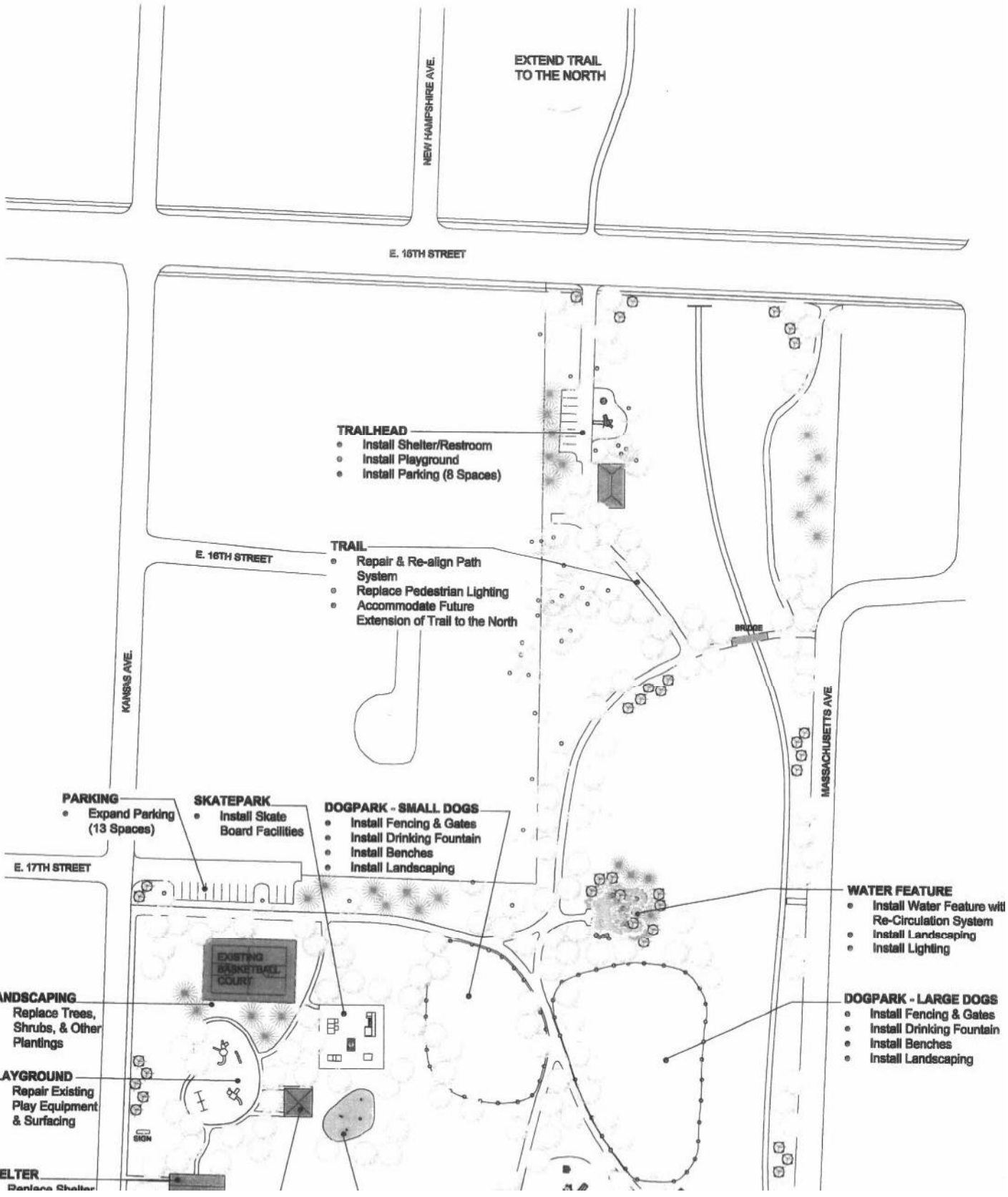
(b) Activities. Throughout the Term of this Agreement, the Sponsor shall have the ability to perform the activities and promotional events at the Dog Park, including but without limitation (except as described in (c) below):

i) Distribution of coupons, samples, and/or giveaways to Dog Park patrons
ii) Create and convene "Meet Up" events at the Dog Park
iii) Organization and assembly of October MVP activities for Sponsor's associates at the Dog Park
iv) All activities to be agreed upon by both Parties prior to execution.

(c) Coordination with Parks Department. Notwithstanding the foregoing, promotional events conducted by Sponsor at the Dog Park will be limited to four (4) per year, and all activities conducted by Sponsor at the Dog Park must be coordinated with the City's Parks Department at least 30 days in advance. Dates and times for such activities are subject to the approval of the Parks Director, which approval may not be unreasonably withheld. No permanent structures or fixtures may be placed at the Dog Park by Sponsor without the approval of the Parks Director, except for signage as allowed under the following section. Activities conducted by Sponsor at the Dog Park may not preclude use of the Dog Park by the general public or interfere with other activities taking place at Tower Park.

6. Signage.

Signage to include the Sponsor's logo to be placed at the Dog Park entrance. Size and placement location of signage to be mutually agreed upon by the Sponsor and City.


EXTEND TRAIL
TO THE NORTH
NEW HAMPSHIRE AVE.
E. 15TH STREET
TRAILHEAD
Install Shelter/Restroom
Install Playground
Install Parking (8 Spaces)
TRAIL
Repair & Re-align Path System
Replace Pedestrian Lighting
Accommodate Future Extension of Trail to the North
E. 16TH STREET
KANSAS AVE.
BRIDGE
MASSACHUSETTS AVE.
PARKING
Expand Parking (13 Spaces)
SKATEPARK
Install Skate Board Facilities
DOGPARK - SMALL DOGS
Install Fencing & Gates
Install Drinking Fountain
Install Benches
Install Landscaping
E. 17TH STREET
WATER FEATURE
Install Water Feature with Re-Circulation System
Install Landscaping
Install Lighting
EXISTING BASKETBALL COURT
LANDSCAPING
Replace Trees, Shrubs, & Other Plantings
DOGPARK - LARGE DOGS
Install Fencing & Gates
Install Drinking Fountain
Install Benches
Install Landscaping
PLAYGROUND
Repair Existing Play Equipment & Surfacing
SIGN
SHELTER

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: September 4, 2012
ITEM: Council Bill 2012- 621 amending the Classification and Pay Plan adopted by Ordinance No. 2000-192, and authorizing the updating of certain classifications presently in use by the City and containing an emergency clause.

ORIGINATING DEPARTMENT: Department of Human Resources

ATTACHMENTS: Council Bill No. 2012-621, Summary Sheet, White Paper on New Pay Plan, Descriptions for updated classifications.

DEPARTMENT HEAD:	Varying	**DATE:**
CITY MANAGER:	R. Mark Rohr	**DATE:** 8-27-12
CITY ATTORNEY:	Brian Head	**DATE:** 8-28-12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 8-28-12
HUMAN RESOURCES DIRECTOR:	Reba L. Snavely	**DATE:** 8/27/12

SUMMARY:
This Council Bill approves updating classifications for the Departments within the City of Joplin Classification and Pay System.

DISCUSSION:
The Classification and Pay Plan includes provisions whereby the Plan periodically can have classification titles added or job descriptions revised. The Classification and Pay Plan was reviewed in June 2007 with the Envisioning Process to bring it in line with the Blueprint for the Future and is being reviewed presently to change to a new pay system as requested by the Council.

The City Manager has reviewed and approved these classifications and is asking for them to be effective on November 1, 2012. Any changes in pay for these position descriptions are minimal and will be addressed at a later date.

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

COUNCIL BILL NO. 2012-621 **ORDINANCE NO. 2012-___**

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2000-192 and authorizing revised new classification titles and updating position descriptions and containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, upon the recommendation of the Carl S. Becker Company, Inc., approved and implemented a Classification and Pay Plan on October 16, 2000, revised November 1, 2006, and occasionally added to since that time;

WHEREAS, that Classification and Pay Plan included provisions whereby the Plan was reviewed beginning in June 2007 with the Envisioning Process to determine second tier management staffing levels in specific departments and to be in line with the Blueprint for the Future I and II; and

WHEREAS, the City Manager has reviewed the revised job descriptions and the Personnel Board reviewed and approved these classifications.

WHEREAS, the City Manager has reviewed the Classification and Pay Plan amendments and is recommending these to the Council as stated above;

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

Section 1. That the Classification and Pay Plan adopted by the Council of the City of Joplin, Missouri, on October 16, 2000, by Ordinance No. 2000-192, and has been amended to include functional and organizational changes.

Section 2. That the classifications as attached hereto and indicated on the "Summary Sheet" are hereby established.

Section 3. That this being an Ordinance affecting expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12(3) (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian Head, City Attorney

CITY OF JOPLIN
Council Meeting
September 4, 2012

Council Bill 2012-621
Revisions/Updates to Job Descriptions

Summary Sheet

Reclassifications:

*Building Maintenance Supervisor
*Civil Engineer I
Director of Community Development and Planning
Assistant Director of Health and Environmental and Epidemiology Coordinator
Assistant Director of Human Resources
*Assistant City Planner
*Accounting Specialist
*Planner
Disaster Recovery Coordinator
*Nutritionist I
Community Development Assistant

New Positions:

Civil Engineer II
Nutritionist II
Peer Counselor
Lead Peer Counselor

The second tier management in the departments is approved by the City Manager who believes this is very important especially after the disaster of the tornado. The net effect of the pay adjustments will be addressed at a later date.

*Pay Adjustments

Job Title Changes and Updates
Department

Joplin Police Department
Parking Enforcement Officer

Planning and Community Development
Planning Technician

CITY OF JOPLIN
White Paper on New Pay Plan
August 8, 2012

By Reba L. Snavely

On Thursday, June 7, 2012, City Council met in the Informal Room on the fifth floor of City Hall to select an option for the new pay plan for fiscal year 2012-2013. The two options of choice were a range and step plan, as we have now, or a performance and competency based plan. The selection was a performance and competency based plan to be implemented on a trial basis for a two-year period.

As a result, the City Manager had a meeting with all Department Heads to discuss how to proceed with the plan and what needed to be done as we looked into the future. The City Manager then appointed an 11-member performance advisory committee consisting of department and division heads to review and recommend a new system built upon Council's decision of June 7th. That committee has met several times and has reviewed and discussed changes to:

- the job descriptions,
- the performance evaluation form,
- the policies, and
- the pay plan.

It has been determined that to implement Council's desire, these items need to come before Council for review and approval, and a timeline has been assigned to each, as follows:

1.	Job Descriptions	August 20, 2012	Primarily updates
2.	Performance Evaluation Form	September 24, 2012	Revised
3.	Policy Chapters 3, 4, 5, 6	September 24, 2012	Revised
4.	Salary Administration Plan	October 1, 2012	As adjusted

Over 30 job descriptions have been completed and will be placed on the August 20th agenda for review and approval before they can be incorporated into the new pay plan. The committee is in the final stages of approving the revised performance measurement document.

After the October 1 meeting, we will begin the training with employees and supervisors on the new system.

Class Code: 611

BUILDING MAINTENANCE SUPERVISOR

Definition: Under supervision of the Director of Public Works, supervises and performs a variety of skilled work to supervise the repair and maintenance all of the City of Joplin municipal facilities and the equipment contained within and provide repairs and maintenance as needed.

Essential Functions: Included in the essential functions listed below are attendance and dependability. The employee is to be reliable and be on the job. Other duties may be required in addition to those listed.

Tasks:

Supervises, inspects, repairs, and performs maintenance on elevators and on associated mechanical, electrical, and electronic equipment for both traction and hydraulic systems; supervises, inspects, repairs, and maintains electrical, plumbing (including wastewater lift stations), wet sprinkler systems, fire alarm equipment, and audio/video equipment for use by the City Council. Inspects, repairs, and maintains the City emergency management outdoor sirens; inspects, repairs, and maintains generators used for the supply of emergency power; supervises, inspects, repairs, and maintains all HVAC equipment including air-cooled, water-cooled, and energy recover systems; supervises, inspects, repairs, and maintains high efficiency hot water boilers, circulation, and filtration systems. Oversees repairs of appliances such as icemakers, refrigerators, and dishwashers. Understands and records equipment warranty issues.

Plans, coordinates, assigns and reviews the work of the custodial staff responsible for the cleanliness of the municipal buildings including the Utility Worker for Memorial Hall. Writes technical bid specifications for major repair and installations. Oversees the work of the contractors to ensure it meets the established specifications and all applicable building codes.

Provides leadership for all building related staff, hires, trains, supervises, evaluates and redirects as necessary.

Maintains inventory of and orders repair parts, supplies, and materials necessary for daily operations; works with Public Works Director and Finance Director in preparing yearly budget; performs annual tests and maintains records of public facilities backflow prevention.

Maintains records of all buildings and their inspections by state agencies and insurance companies.

Knowledge, Skills, and Abilities:

Knowledge of the principles and practices for the operation, maintenance, and repair of elevator systems

Knowledge of the principles and practices for the operation, maintenance, and repair of

BUILDING MAINTENANCE SUPERVISOR (Cont'd.)

mechanical systems, including but not limited to HVAC, plumbing, electrical, and emergency power generation systems (480 V and 208 V Three Phase and 120/140 V Single Phase)
Knowledge of State and Federal regulations, standards, and guidelines regarding elevators, sprinkler systems, refrigeration, boilers, and backflow prevention
Knowledge of the principles and practices for the operation and repair of Bacnet systems as it pertains to building control and energy conservation
Knowledge of methods and techniques for performing all aspects of the building trades
Skill in troubleshooting problems in equipment such as, but not limited to, electronic control equipment, generators, electrical sub-systems, and variable frequency drives
Skill in retrofitting, installing, maintaining, and repairing somewhat complex equipment relating to heating, ventilation, air conditioning, plumbing, and electrical systems
Skill in establishing and maintaining effective working relationships with other City employees and officials, contractors and engineers
Ability to read and understand plans, blueprints, schematics, and other technical drawings
Ability to understand and follow complex oral and written procedures and guidelines
Skill in providing leadership for staff by hiring, training, evaluating and coaching.

Physical Requirements:
Requires high levels of standing, bending, twisting, squatting, and carrying; medium to heavy lifting may be required; manual dexterity sufficient to allow proper assembly, operation, and maintenance of specialized essential job related equipment; must be sufficiently sighted, hearing, and mobile as not to compromise safety rules or the safety of self or others while working.

Qualifications:
Graduation from high school or G.E.D. equivalent and experience equivalent to seven (7) years full time mechanical system maintenance and repair of which two must be in supervision and leadership; completion of a vocational/trade school program in heating/air conditioning, electrical, or plumbing. Must successfully complete a thorough background check. Must possess a valid Missouri operator's license. A CDL is preferred.

CIVIL ENGINEER I

Definition: Under general supervision of a professional engineer, performs the full range of functions including design, drafting, technical engineering support, and fieldwork. The employee reports to the Public Works Director or Assistant Public Works Director as projects dictate.

Essential Functions: Essential functions include the following tasks, as well as the knowledge, skills and abilities that are required to do these tasks. Attendance and dependability are extremely important in this job. Must keep information confidential. Other duties may be assigned as necessary.

Tasks:

Assists professional engineers in performing the more difficult civil engineering assignments; assists with resolution of design and construction problems, design review, regulatory compliance, and mentoring of technical support staff. Under the direction of a registered professional engineer, assists with the preparation of preliminary and final designs for roadway, drainage, erosion control, water, wastewater, solid waste, recycling, and other infrastructure projects. Under the direction of a registered professional engineer, prepares construction drawings, specifications, contract documents, and construction cost estimates.

Computes or processes technical engineering data using specified formulas and procedures; reads and interprets graphic data, blueprints, engineering plans, construction specifications, and maps.

Reviews land development projects, including construction plans and specifications associated with subdivision maps and building permits. Ensures compliance with applicable federal, state and local standards, ordinances, codes, policies, and design criteria. Coordinates review with outside consultants, unincorporated towns, general improvement districts, public or private sewer and water districts, state and federal agencies, local builders, and land owners.

Performs field inspections and construction management. Performs walk through inspections with contractor, prepares correction punch lists, and performs final inspection on capitol construction projects.

Processes land acquisitions, annexations, and abandonment of public lands.

Responds to inquiries or complaints from customers, regulatory agencies, or members of the business community; write speeches and articles for publication that conform to prescribed style and format; presents information to management, public groups, employees, vendors, and/or boards and commissions.

Promotes teamwork and cooperation with other divisions, departments, agencies, and stakeholders.

CIVIL ENGINEER I (Cont'd.)

Knowledge, Skills and Abilities

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents;
Ability to work with mathematical concepts such as probability and statistical inference; apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
Ability to define problems, collect data, establish facts, and draw valid conclusions; interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.
Ability to function well under deadline situations.
Ability to perform semi-skilled to more complex design and drafting extract data from various sources.
Knowledge of engineering mathematics including calculus, algebra, geometry and trigonometry.
Knowledge of engineering fundamentals including hydraulics, hydrology, structures, soils, transportation, surveying and construction materials.
Skill in communicating departmental policies and procedures to contractors;
Demonstrates effective interpersonal relationships in bringing people together to solve problems.
Ability to operate standard office equipment, including telephones, calculators, copiers, FAX machines.
Skill in using AutoCAD, or comparable software.

Physical Requirements:

Requires a high level of standing, walking, sitting, and driving; manual dexterity to allow proper use of work related equipment such as keyboards, fax machines, telephones requiring use of fingers, hands and arms; must be sighted including close and distance vision, color vision, peripheral vision, depth perception and adjusting focus, and hearing capable. Mobility to such a degree to move about the work area or job site to such a degree as not to compromise safety rules or the safety of self or others while working. Requires climbing, balancing, stooping, kneeling, crouching, and/or crawling. Frequently lifts and/or carries up to 25 pounds.

Qualifications:

Undergraduate Degree in Civil Engineering, or other closely related field. Prefer at least three years experience as a full time professional civil engineer in a public works environment. Registered as an Engineer in Training in the State of Missouri and an Engineering Intern (EI) Certificate acquired within six months of hire. Requires intermediate proficiency level utilizing Microsoft Office applications including Excel, Access, PowerPoint, Word, and Outlook. Must successfully complete a thorough background check. A valid driver's license required.

Class Code: 636

DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

Definition: Under general direction, plans, organizes and administers the planning and community development functions of the City of Joplin. Reports to the City Manager and collaborates on planning and zoning issues with the Director of Public Works.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Organizes, coordinates, and directs, a variety of planning and community development oriented tasks and functions and assesses and evaluates new or expanded economic development needs of the City and makes appropriate recommendations to the City Manager and City Council.

Prepares annual budget request and manages operating and capital budgets, including determining priorities and allocating resources; selects, trains, and evaluates the work of staff to ensure that all are achieving established goals and maximizing resources. Oversees grant programs and accomplishments with HUD, HOME, CDBG and EDA.

Conducts public meetings and meets with groups and committees to identify and resolve problems.

Serves as senior planner for the department. Provides professional planning assistance to members of the community. Conducts research and prepares statistical reports on land use, physical, social and economic conditions and issues.

Confers and coordinates activities with State, Federal, and local planning and development agencies and firms. Speaks before various civic and professional organizations; presents reports to the City Manager and City Council on individual projects as necessary.

Knowledge, Skills, and Abilities:
Knowledge of the principles and practices of public administration, including budgeting, program planning/development, project management, and employee training and supervision.
Knowledge of Joplin City Charter/Code.
Skill in establishing and maintaining effective working relationships with elected City officials, other Department management staff, and the public.
Skill in evaluating complex plans to ensure compliance with established project specifications and standards.
Skill in planning, organizing, and directing programs.

DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT (cont'd)

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

Qualifications: An undergraduate degree in Public Administration, Urban Planning and experience equivalent to five years of professional planning experience, at least three of which must have been in a public sector setting. Preference given to a master's degree in planning or a related field. AICP certification preferred. Experience in staffing and supervision, finance and budget control and project planning and management. Must successfully complete a thorough background check. Must possess a valid Missouri operator's license.

Class Code: 421

ASSISTANT DIRECTOR OF HEALTH AND ENVIRONMENTAL AND EPIDEMIOLOGY COORDINATOR

Definition: Under limited supervision, plans, coordinates, directs and evaluates the environmental health and epidemiology services administered by the City. Serves as the Director of the Health Department when present Department Head is unavailable or absent.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:

Assists in the planning, organizing and coordinating of public health administrative services including fiscal, contractual, and general business activities. Provides leadership for the Environmental Health and Epidemiology staff. Contributes to policy development, understands Core Competencies for Public Health Professionals and assists the Department in assessing and meeting training needs.

Assists in preparation of budget, grants and submissions to state and federal agencies; researches and identifies new funding sources and resources for public health programs; assists in the preparation of funding applications for innovative approaches to population-based health outcomes improvement and primary prevention efforts.

Assists in hiring, supervising, training, and evaluating staff performance. Participates in any disciplinary process when appropriate.

Contributes to data management; collects data, conducts studies and analyzes data. Translates policies and procedures into practical terms for staff and the community.

Represents the Department at various meetings and through contacts with community organizations or individuals. Acts for the Department Head when at meetings or when other absences occur and in all matters to which assigned. Represents the Department in meetings with media, citizen groups, organizations, and groups from the public and private sectors.

Directs the provision of environmental health and epidemiological services, including food service, lodging, daycare, and pool sanitation and safety programs, community education programs relating to environmental health and epidemiology concerns, environmental complaints or pollution investigations, communicable disease occurrences and outbreaks, and vector control.

Assigns, reviews, and evaluates the work of professional, technical, and support staff in the division; develops/revises operating policies and procedures; develops and monitors contracts/grants supporting the division and the division budget. Identifies division goals and objectives; determines staff development and training needs; interprets, discusses and explains

ASSISTANT DIRECTOR OF HEALTH AND ENVIRONMENTAL AND EPIDEMIOLOGY COORDINATOR (Cont'd.)

services and programs needed in the community; evaluates division services and determines methods to increase the efficiency and effectiveness of programs.

Inspects facilities where food products are stored, processed, sold, and/or served to identify violations and to ensure compliance regarding food handling; discusses inspection results with owners and managers and explains procedures for compliance and the consequences of non-compliance; conducts follow-up visits to verify that violations are corrected.

Inspect hotels, motels, day care facilities, and other establishments providing lodging to the public to ensure compliance concerning lodging; discusses inspection results with owner and managers and explains compliance issues as well as consequences of non-compliance.

Presents training, community education seminars, workshops, and related events regarding sanitation and environmental issues and concerns. Trains health/sanitation oriented staff and informs citizens of Joplin about current environmental issues and the variety of methods to minimize and/or eliminate. Identifies conditions that are detrimental to the health and welfare of the citizens of Joplin; provides input for environmental health program policies and/or procedures; prepares inspection and investigation records and reports.

Knowledge, Skills and Abilities:

Knowledge of general management principles and practices, including budgeting, policy/procedure development, and employee training and supervision.
Extensive knowledge of the methods and techniques for conducting inspections of food handling and lodging facilities.
Extensive knowledge of the etiology of a variety of food and vector borne diseases.
Advanced knowledge of the principles and practices of environmental/pollution control.
Advanced knowledge of City, State, and Federal codes, ordinances, and regulations regarding public health sanitation and environmental/pollution control, including hazardous materials storage and disposal.
Knowledge of basic chemistry, physics, and bacteriology.
Advanced knowledge of the principles and practices of public health sanitation and epidemiology.
Advanced skill in establishing and maintaining effective working relationships with business owners/managers, other local, State, and Federal environmental/pollution control officials, and the public.
Skill in preparing a variety of statistical and narrative records and reports.
Skill in organizing and implementing a systematic program for inspection of a variety of businesses and facilities.
Skill in planning, organizing, and directing activities of a division of a department.
Skill in organizing, coordinating, and evaluating the work of subordinate staff.

Class Code: 421

ASSISTANT DIRECTOR OF HEALTH AND ENVIRONMENTAL AND EPIDEMIOLOGY COORDINATOR (Cont'd.)

Skill in identifying employee training needs and developing/coordinating programs and activities to improve performance.
Ability to communicate effectively verbally and in writing with the media, management, the public and agencies.

Physical Requirements:
Requires long periods of sitting and standing; must be mobile to such a degree to allow for efficient and effective job movement such as moving around a work area or building or between buildings to perform essential job functions; sightedness, hearing and mobile; low to medium levels of twisting and bending; manual dexterity sufficient to operate equipment such as computers, typewriters, calculators, copiers, FAX machines, telephones, and other essential job related equipment.

Qualifications: An undergraduate degree in Environmental Health, Environmental Science, Biology, or related area; and four years closely related full time work experience, at least one of which is in a supervision or an administrative role. Must successfully complete a thorough background check. Must have a valid driver's license.

Class Code: 173

ASSISTANT DIRECTOR OF HUMAN RESOURCES

Definition: Under general direction of the Human Resources Director, manages activities relating to staffing, training, development, affirmative action, benefits administration, insurance and claims, and compensation. Reports to and acts on behalf of the Director as needed.

Essential Functions: Included in the essential functions listed below are attendance and dependability. The employee must be on the job. Information must remain confidential. Other duties may be required in addition to those listed.

Tasks:

Develops, recommends, implements, and reviews procedures and programs for human resources functions to include Recruitment, Employment, Training, and Benefits; plans and conducts new employee orientation; conducts wage/salary surveys within labor market; assists in preparing budget of HR operation; meets with employees and supervisors to resolve employee concerns; conducts exit interviews to determine why employees separate employment with the City; prepares reports and recommends measures to reduce absenteeism and turnover; keeps records of pension plan and personnel transactions, new hires, promotions, transfers, and terminations; advertises and recruits for City departments, including administering written tests and Assessment Centers for Fire and Police applicants. Manages many programs for the City including Sick Leave buy Back, Drivers License checks, FMLA, Longevity Bonuses, Wellness, etc.

Coordinates Risk Management insurance programs to control risks and losses; keeps records of insurance coverage; investigates accidents and prepares reports for insurance carrier; identifies, evaluates, and implements corrective action against risks that may result in injury, property loss, damage, or legal liability; meets with claimants, analyzes and classifies risks as to frequency and potential severity; investigates and files all claims for the City, which may include on-site inspections of circumstances, and recommends claims resolution alternatives to the HR Director; assists Director in insurance negotiations and selection of insurance brokers and carriers.

May represent Human Resources at hearings and investigations; may supervise other employees in Human Resources department and arranges and presents training programs.

Knowledge, Skills, and Abilities:

Knowledge of the City of Joplin Charter provisions and Human Resources rules and regulations
Knowledge of the theory behind the human resources profession
Knowledge of the principles and practices of property and casualty insurance claims and administration
Knowledge of computer software applications
Knowledge of risk management principles and practices
Knowledge of the Missouri Worker's Compensation rules and guidelines

Class Code: 173

ASSISTANT DIRECTOR OF HUMAN RESOURCES (Cont'd.)

Skill in establishing and maintaining effective working relationships with other employees, City officials and the public
Skill in quality customer service
Skill in analyzing the extent of the City's liability in incidents of personal injury and property losses
Ability to operate a personal computer to create documents, spreadsheet applications, reports, and correspondence
Ability to design and deliver effective training programs
Ability to professionally work with and answer questions from the public
Ability to serve as an HR generalist interacting in any field of HR

Physical Requirements:
Requires long periods of sitting, standing and must be mobile to allow effective job related functions in the work area or moving between buildings; sighted, hearing, twisting, bending and a degree of manual dexterity to operate varying office equipment such as computers, calculators, copiers, telephones, FAX machines, and other office type equipment.

Qualifications: An undergraduate degree in Human Resource Management, Business Management, Risk Management, or closely related field that is supported by specialized courses in human resources, psychology, sociology, property/casualty insurance, risk management, and experience equivalent to four (4) years full time professional experience in the HR field, claims administration, benefits, property/casualty insurance and/or Worker's Compensation. Must successfully complete a thorough background check. Must possess a valid operator's license.

CLASS SPECIFICATION
CITY OF JOPLIN

Class Code: 639

ASSISTANT CITY PLANNER

Definition: Under general direction, plans and organizes the planning functions of the City of Joplin. Reports to the Director of Planning and Community Development and collaborates with the Public Works.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:

Plans short- and long-term comprehensive programs and plans for development, growth, revitalization, and utilization of land and physical facilities to maximize quality of life for the community and its residents. Provides professional planning assistance to requestors as needed.

Organizes and coordinates a variety of planning tasks. Collects and analyzes data on economic, social, and physical factors affecting land use. Projects future community needs.

Confers with local authorities, civic leaders, and land planning and development specialists to devise and recommend arrangements of land and physical facilities for residential, commercial, industrial, and community uses. Conducts public meetings and meets with groups and committees to identify and resolve problems.

Recommends governmental measures affecting land use, public utilities, community facilities, and housing and transportation to control and guide community development and renewal. Speaks before various civic and professional organizations; presents reports to the City Manager and City Council on individual projects as necessary.

Reviews and evaluates environmental impact reports applying to specified private and public planning projects and programs. Confers and coordinates activities with local planning agencies.

Knowledge, Skills, and Abilities:

Knowledge of the principles and practices of public administration, including program planning, project management.
Knowledge of coaching and training employees.
Knowledge of Joplin City Charter/Code.
Skill in establishing and maintaining effective working relationships with elected City officials, other Department management staff, and the public.
Skill in evaluating complex plans to ensure compliance with project specifications.
Skill in planning, organizing, and directing varying programs.

ASSISTANT CITY PLANNER (cont'd)

Physical Requirements:
Requires high levels of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, FAX machines, copiers, and telephones; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

Qualifications: An undergraduate degree in Public Administration, Urban Planning and experience equivalent to four years of professional planning experience, at least three of which must have been in a public sector setting, and in supervision of staff. A master's degree in planning or a related field is preferred. Professional certifications preferred. Experience in project planning and management. Must successfully complete a thorough background check. Must possess a valid Missouri operator's license.

CITY OF JOPLIN

CLASS SPECIFICATION Class Code: 211

ACCOUNTING SPECIALIST

Definition: Performs a variety of specialized or technical accounting and bookkeeping functions under general direction. Positions will have the same title and will have an area of expertise so all requirements are itemized below. Reports to the Director of Finance.

Essential Functions: Essential functions include the following tasks as well as the knowledge, skills and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:

Reviews invoices for propriety before payment is issued; including recalculation for mathematical accuracy; adequacy of documentation, appropriateness of items being purchased, accuracy of account coding, sales taxes or shipping charges assessed, and presence of proper authorization. Matches invoices with approved purchase order documents and receiving documents prior to payment. Monitors scheduled invoice payment dates to insure standard 30-day payment terms are met, unless vendor discount terms call for an exception. Enters payment information into accounts payable system for preparation of checks. Investigates open invoices over 30 days old and reconciles monthly vendor statements. Assists City staff with questions regarding expenditures charged against department budgets.

Responsible for billing and collection of all accounts receivable due to the City. Maintains all accounting records and aged listing of delinquent receivables. Prepares work paper analysis for management review. Maintains County property tax ledgers and monitors delinquent taxes receivable. Responsible for monitoring of delinquent accounts and coordination of collection efforts for all City delinquent fees. Documents collection efforts and recommends bad debt write-offs to management. Reviews daily cash receipts log to update accounts receivable records and review for accuracy of account coding. Prints and affixes/obtains signatures on all payroll checks. Insures amount due are collected in a timely manner. Prepares appropriate documentation and files liens against property for delinquent fees as prescribed by City ordinances.

Responsible for collection and issuance of receipts remitted. Responsible for central cashiering function and maintaining cash receipt files. Collects all payments for licenses, fees, and permits. Assists with collection of payments for City programs and activities. Verifies all funds collected by outside City departments and enters receipt information. Reviews accuracy of account coding for cash receipts and sufficiency of documentation. Handles and responds to all inquiries and complaints from citizens or other outside customers. Assists with all license renewals. Assists with collection of delinquent accounts. Distributes accounts payable checks. Coordinates collection of insufficient funds checks. Maintains petty cash funds. Responsible for procurement of supplies on behalf of Finance Department. Maintains accounts payable paid invoice files.

Responsible for the issuance of all licenses and permits required by City. Responsible for all mail services for the City. Insures that all businesses are properly inspected and licensed. Coordinates all license and permit renewals and verifies all requirements have been met prior to issuance of license or permit. Monitors continuing bonding/insurance requirements. Coordinates distribution of incoming mail and faxes. Coordinates processing of outgoing mail and other delivery services (UPS, Fed Ex, etc.). Accepts delivery of certified mail, UPS packages, Federal Express packages and other shipping service deliveries. Assists with the preparation of bulk mailings, document printing and document assembly.

Responsible for the processing of all wages and benefit payments in compliance with applicable payroll laws, regulations and accounting procedures. Insures timely payment of employee wages, timely remittance of employee withholdings, and accurate preparation of required governmental payroll reporting. Accountable for maintenance of proper payroll documentation. Audits employee timesheets for accuracy and enters earnings and employee absence data into payroll system for preparation of biweekly payroll checks. Updates employee master file for changes in employee deductions, withholdings, address information, garnishments, and account code adjustments. Insures all remittances of withholdings and deductions are made in a timely manner and have been reconciled to the general ledger. Reconciles payroll reports to the general ledger and prepares work papers for management. Maintains employee payroll files. Responds to employee inquiries regarding payroll information. Coordinates direct deposit of employee payroll with bank depository. Assists the Finance Director with the Policemen's and Firemen's Pension Plan. Coordinates initiation of retirement benefits and refunding of contributions for Policemen's and Firemen's Pension Plan. Assists with accumulating information for the annual actuarial valuation for Policemen's and Firemen's Pension Plan.

Responsible for grant requests and draw-downs in compliance with the Grant Policy and Procedures. Maintains grant and project accounting records. Insures the City is in compliance with amounts appropriated and with all provisions of grant agreements, contracts and proper accounting procedures. Prepares periodic reports for management relating to status of grant projects, capital projects, and approved capital outlay. Maintains records of expenditures against all City grants, contracts, and projects and insures funds disbursed have appropriate approval, are within approved expenditure limits and are properly accounted for in the general ledger.

Responsible for maintaining fixed asset inventory records. Reviews all expenditures to insure each is properly authorized. Coordinates fixed asset and inventory accounting and is responsible for physical accountability over City property. Coordinates the documentation of bids, preparation of purchase orders and insures all procurement is accomplished following all applicable laws, regulations, pronouncements and commonly accepted purchasing practices. Records inventory additions, disposals, and transfers in the fixed asset system. Assigns fixed asset property number and insures item is properly tagged in timely manner. Assists with physical inventory of fixed assets and consumable supplies. Assists with annual surplus property sale. Responsible for issuance of bid control numbers and placement of published bid advertisements. Assists departments in preparation, solicitation, receipt and review of bids. Maintains all purchasing, bid and contract files for City. Reviews all purchase requisitions and purchase orders for accuracy of account coding, availability of budgeted funds, appropriateness of expenditure and presence of approved authorizations. Prepares purchase orders on a daily

ACCOUNTING SPECIALIST (Cont'd.)

basis. Reviews open purchase order listing and investigates questionable open items. Approves and sets up new vendors in master file after confirming presence of required data.

Provides clerical assistance to department members as necessary. Prepares daily cash deposit and coordinates delivery to bank.

Knowledge, Skills and Abilities:
Knowledge of accounting, bookkeeping and payroll practices and principles.
Knowledge of generally accepted accounting principles and budgeting practices.
Skill in maintaining and reconciling accounting and financial records.
Skill in both verbal and written communication.
Skill in interacting with city staff, vendors, businesses and co-workers.

Physical Requirements:
Requires long periods of sitting and standing; manual dexterity sufficient to operate essential job related equipment such as computers, typewriters, calculators, FAX machines, copiers and telephones and varying other keypads; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working.

Minimum Qualifications:
Graduation from high school or GED and three years' related accounting or bookkeeping experience; OR, Associate's degree in Business Administration or related field AND one year of related accounting experience; experience with data entry into an automated administrative system required. Must take and pass a test for entering data (typing) rapidly. (40 words per minute net.) Must successfully complete a thorough background check.

CITY OF JOPLIN

CLASS SPECIFICATION
Class Code: 637

PLANNER

Definition: Under general direction, performs planning, zoning and community development tasks and functions for the City of Joplin and regionally. Reports to the Director of Planning and Community Development.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:

Researches items, prepares agendas, organizes meetings and summarizes data for the Historic Preservation and Planning and Zoning Commissions. Compiles and summarizes the data for special use permits, rezoning requests, historic preservation requests, zoning variances and exceptions. Prepares project data and distributes to commission and council members. Writes and presents formal and technical reports, working papers and correspondence making recommendations and decisions on projects.

Presents requests for the Historic Preservation Commission, Board of Adjustment, Planning and Zoning Commission and City Council. Serves as Project Manager for all types of projects to include CDBG, HOME, MPO and other projects.

Updates City zoning maps and records. Maintains and updates the City's Comprehensive Plan. Maintains records and files, including plans, zoning ordinances and other data relating to planning and zoning activities; answers questions about planning and zoning, zoning ordinances and community development.

Prepares the Community Development Block Grant (CDBG), the HOME Grant, HUD and Economic Development Administration (EDA) applications for funding; develops documents for community development projects; researches Federal regulations and determines eligibility for funding; compiles data and prepares reports for City Council and the U.S. Department of Housing and Urban Development (HUD) funding. Prepares the Consolidated Plan for metropolitan Joplin and prepares documents and reports for HUD. Responsible for meeting all HUD requirements and correcting issues as they are identified. Maintains detailed documentation always being prepared for review and auditing.

Develops the Planning Work Program and Transportation Improvement Program for the Joplin Metropolitan Planning Organization (MPO); maintains detailed documentation of the Joplin MPO, including performance reports, transportation plans and data, and financial records; prepares reports for the Missouri Department of Transportation (MoDOT).

Assists the Planning and Community Development Director with writing grant applications.

PLANNER (Cont'd.)

Works with several economic development boards and organizations. Assists the Director with economic development projects and programs including Tax Incremental Financing (TIF) and Missouri's Enterprise Zone.

Presents the City's planning goals, strategies, long range plans, mission and vision for citizens within the community, neighborhood groups and public organizations. Leads project reviews as a team member and as assigned by the Director or City Manager.

Writes a variety of ordinances and regulations relating to development controls. Recommends priorities, schedules and funding sources to implement public improvement plans. Attends many meetings at other than normal work times.

Knowledge, Skills, and Abilities:
Knowledge of the data to be used by the Planning and Zoning Commission and the City Council.
Knowledge of City of Joplin zoning ordinances.
Knowledge of City planning and zoning policies, procedures, and guidelines.
Knowledge of HUD guidelines for Comprehensive Housing Affordability Strategy reports and documents.
Knowledge of municipal planning principles and practices.
Knowledge of community development principles and practices.
Knowledge of Community Development Block Grant and HOME program regulations.
Knowledge of economic and social characteristics and needs of the different community areas.
Management and leadership skills.
Skill in establishing and maintaining effective working relationships with Planning and Zoning Commission members, City Council Members, grant applicants and the public.
Skill in researching and preparing informational materials regarding planning, zoning and community development.
Skill in maintaining files, records and reports.
Skill in expressing ideas effectively orally and in writing.
Skill in operating a variety of standard office equipment, including FAX machines, personal computers, calculators and copiers.
Ability to research and apply statistical knowledge to practical situations.
Ability to operate computer hardware and software such as spreadsheets, databases and GIS programs.
Ability to facilitate groups and to present difficult information to large and small groups.
Ability to pay close attention to details while seeing the bigger picture.

Physical Requirements:
Requires long periods of sitting; must be mobile to such a degree that allows efficient, effective essential job related movement such as moving around a building or work area to perform essential job functions; low levels of twisting and bending may be required; must have manual dexterity

PLANNER (Cont'd.)

sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines and telephones. Must not hamper the safety of self or others.

Qualifications: An undergraduate degree in Public Administration, Community Development, Urban Planning, or closely related field and two years full-time urban planning, community development work and/or project management experience. Experience in effective communication and in technical writing techniques. Must successfully complete a thorough background check. .Must possess a valid Missouri driver's license.

CLASS SPECIFICATION
CITY OF JOPLIN

Class Code: 640

DISASTER RECOVERY COORDINATOR

Definition: Under general direction, performs planning, zoning and community development tasks and functions for the City of Joplin. Reports to the Director of Planning and Community Development with direction given by the City Manager for certain projects.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Attends many meetings at other than normal work times. Other duties may be assigned as necessary.

Tasks:

Plans new housing and business developments in order to assist in protecting the environment, land use, mapping and predicting trends. Analyzes the City of Joplin population looking for certain characteristics and current use of land. Analyzes information, maps land areas and projects program costs. Prepares reports regarding the locations of different infrastructure. Assists with coordinating and implementing projects listed in the Citizen's Advisory Recovery Team Plan (CART).

Writes a variety of ordinances and regulations relating to long term recovery. Recommends priorities, schedules and resources to implement recovery plans.

Interacts with other professionals and conducts public meetings with government officials, land developers, lawyers, special interest groups, and the general public to develop or address issues for consideration of long-term recovery. May be called on to defend proposals before legislative bodies.

Researches items, prepares agendas, organizes meetings and summarizes data for constituents. Compiles and summarizes the data for rezoning requests, historic preservation requests, zoning variances and exceptions. Prepares project data and distributes to commission and council members. Writes and presents formal and technical reports, working papers and correspondence making recommendations and decisions on projects.

Updates City zoning maps and records. Maintains records and files, including plans, zoning ordinances and other data relating to planning and zoning activities; answers questions about planning and zoning, zoning ordinances and community long term recovery. Maintains detailed documentation always being prepared for review and auditing.

Assists the Planning and Community Development Director with writing and managing the Economic Development Administration grant for Disaster Recovery.

DISASTER RECOVERY COORDINATOR (Cont'd)

Presents the City's long term recovery planning goals and strategies to citizens within the community and regionally, neighborhood groups and public organizations. Leads project reviews as a team member and as assigned by the Director or City Manager.

Knowledge, Skills, and Abilities:
Knowledge of the data to be used by the Planning and Zoning Commission and the City Council.
Knowledge of City of Joplin zoning ordinances.
Knowledge of City and regional planning and zoning policies, procedures, and guidelines.
Knowledge of long term recovery planning principles and practices.
Knowledge of economic and social characteristics and needs of the different community areas.
Skill in establishing and maintaining effective working relationships with Planning and Zoning Commission members, City Council Members, CART Members, grant applicants and the public.
Skill in researching and preparing informational materials regarding planning, zoning and community development.
Skill in maintaining files, records and reports.
Skill in expressing ideas effectively orally and in writing.
Skill in operating a variety of standard office equipment, including FAX machines, personal computers, calculators and copiers.
Ability to lead staff and teams and manage projects.
Ability to apply statistical and mathematical knowledge to projects.
Ability to operate computer hardware and software for spreadsheets, databases and GIS programs.
Ability to facilitate groups and to present difficult information to large and small groups.
Ability to pay close attention to details while seeing the bigger picture.

Physical Requirements:
Requires long periods of sitting; must be mobile to such a degree that allows efficient, effective essential job related movement such as moving around a building or work area to perform essential job functions; low levels of twisting and bending may be required; must have manual dexterity sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines and telephones. Must not hamper the safety of self or others.

Qualifications: An undergraduate degree in Public Administration, Community Development, Urban or Regional Planning, or closely related field and three years full-time planning, community development work and/or project management experience. A Master's degree is preferred. Experience in interacting with all levels of individuals, effective communication and in utilizing technical writing techniques. Must successfully complete a thorough background check. Must possess a valid Missouri driver's license.

Class Code: 443

NUTRITIONIST I

Definition: Under general supervision, responsible for participating in the development and implementation of public health nutrition services and assuring that Women, Infants & Children (WIC) participants receive accurate nutrition assessments and appropriate nutrition education. Reports to WIC Coordinator.

Essential Functions: Included in the essential functions listed below are attendance and dependability. This position is very important to the overall operation. Must maintain confidentiality. Other duties may be required in addition to those listed.

Tasks:
Determines health and nutritional risk factors for certification and recertification for WIC program eligibility; consults with physicians, participants, and appropriate WIC officials regarding special formula usage; assigns appropriate food and formula packages; prepares high risk care plans and provides follow-up counseling; refers participants to appropriate local resource agencies for additional social, health, and/or nutrition services; provides consultation to medical professionals regarding participants nutritional needs; provides one-on-one counseling with participants regarding health and nutritional needs; reviews and discusses nutrition assessments with participants and their families.

Develop annual program for nutrition, breastfeeding and activity oriented educational programs, seminars, and workshops for WIC and other community health programs; develops lesson plans for specific nutrition topics; teaches nutrition related classes, seminars, and workshops to groups, or one-on-one, to W.I.C. participants and in other community health programs including promoting breastfeeding.

Prepares a variety of records and reports regarding nutritional needs of WIC and other community health program participants; documents nutrition education activities and prepares periodic reports for City, State, and Federal WIC and other health program officials; assigns and reviews the work of support staff; may perform a variety of work to facilitate the effective operation of the WIC program.

Knowledge, Skills, and Abilities:
Knowledge of the nutritional needs of women, infants, and children, including those of pregnant women and nursing mothers.
Knowledge of program eligibility guidelines for the WIC and other community health programs.
Knowledge of the procedures and techniques for developing and implementing lesson plans for adult education programs.
Knowledge of the theory and principles of nutrition and diet.
Skill in establishing and maintaining effective working relationships with medical

NUTRITIONIST I (Cont'd.)

professionals, WIC and other health program participants, other City employees, and the general public.
Skill in determining nutritional deficiencies and needs in women, infants, and children including pregnant women and nursing mothers.
Skill in evaluating the nutritional content of a variety of diets and eating habits.
Ability to maintain records and prepare reports.
Ability to develop and maintain effective relationships with participants and their family members.

Physical Requirements:
Requires long periods of sitting; must be sufficiently mobile to allow efficient and effective job related movement such as moving around a work area or building to perform essential job functions; low levels of twisting and bending may be required; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; must have degree of manual dexterity sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines, and telephones.

Qualifications: Undergraduate degree in Public Health Nutrition, Dietetics, Nutrition, Foods, Human Ecology, or closely related field; and supplemented by at least fifteen (15) semester hours in Foods and Nutrition with at least one (1) course in Diet Therapy and one (1) course in Community Nutrition; or completion of an undergraduate curriculum accredited or approved by the American Dietetic Association (registration or current eligibility for registration by the Commission on Dietetic Registration). RD must be licensed in the state of Missouri to engage in the practice of dietetics or medical nutrition therapy. Must be able to successfully complete a thorough background check. Valid vehicle operator's license required.

Continuing Education Requirements:
As a non-Registered Dietitian a Nutritionists must complete a minimum of five (5) continuing nutrition education (CNE) hours per Federal Fiscal Year (FFY).
As a Registered Dietitian/Licensed Dietitian must accrue seventy-five hours of approved continuing professional units every five years, as determined by the committee on dietetic registration; and is licensed in the State of Missouri to engage in the practice of dietetics or medical nutrition therapy.

Class Code: 638

COMMUNITY DEVELOPMENT ASSISTANT

Definition: Under general supervision, performs a variety of duties related to City of Joplin community development function. Reports to the Director of Planning and Community Development.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Summarizes information and data and prepares documents in support of the Planning and Community Development function. Organizes environmental reviews and maintains paperwork of the results.

Assists in the preparation of grant files and compiles data required to meet grantor standards for the files. Teaches Planners about the filing system and organization of grant files.

Organizes the volunteer functions for special projects and programs. Assists other agencies with their volunteers and assigned projects as needed.

Operates the Tool Lending Library and maintains a database of what tools are available and who has them checked out for use.

Assists the Neighborhood Improvement function with areas of the community that need special attention.

Assists the Planning and Community Development function with identifying and maintaining pertinent information regarding their areas of responsibility.

Knowledge, Skills, and Abilities:
Knowledge of the information needed by those groups served.
Knowledge of the City of Joplin's zoning ordinances.
Knowledge of the City of Joplin's policies, procedures, and guidelines.
Knowledge of basic planning and community development principles and practices.
Knowledge of program regulations.
Knowledge of economic and social characteristics and needs of the different community areas.
Skill in establishing and maintaining effective working relationships with the public and all areas of the city.
Skill in researching and preparing informational materials.
Skill in maintaining a variety of records and preparing a variety of reports

COMMUNITY DEVELOPMENT ASSISTANT (cont'd.)

Skill in expressing ideas effectively, both orally and in writing.
Skill in operating a variety of office equipment, including FAX machines, computers, calculators, telephones and copiers.
Ability to maintain effective relationships with those inside and outside of the organization.
Ability to write and communicate effectively.
Ability to use hardware and software to track data and accumulate results.
Ability to read, understand and apply grantor guidelines.

Physical Requirements:
May require long periods of sitting; must be mobile to such a degree that allows efficient, effective essential job related movement such as moving around and between buildings or work areas to perform essential job functions; low levels of twisting and bending may be required; must have manual dexterity sufficient to operate common office equipment such as computers, typewriters, calculators, copiers, FAX machines, and telephones.

Qualifications: Graduation from high school or GED equivalent with four years full-time experience in complex clerical work in the public sector and coursework in communication and a related business field. Experience in working with a variety of individuals and/or groups. Experience in working with grants preferred. Must successfully complete a thorough background check. Must possess a valid Missouri operator's license.

CITY OF JOPLIN **CLASS SPECIFICATION**
Class Code 629

CIVIL ENGINEER II

Definition: Under the direction of a professional engineer, performs the full range of functions including design, drafting, technical engineering support, and fieldwork. This includes capital improvement projects. Reports to the Public Works Director or Assistant Public Works Director as projects dictate.

Essential Functions: Essential functions include the following tasks, as well as the knowledge, skills and abilities that are required to do these tasks. Attendance and dependability are extremely important in this job. Must keep information confidential. Other duties may be assigned as necessary.

Tasks:
Develops and implements capital improvement projects including Regional Transportation, Erosion Control/Water Quality, Flood Control and Drainage, Water, Wastewater, and Solid Waste/Recycling.

Performs the more difficult professional engineering assignments including preparation of capital improvements plans and preliminary and final designs for roadway, drainage, grading, water, wastewater and solid waste/recycling projects using modern technologies and good engineering practice. Conducts economic, life cycle, and sensitivity analysis of alternatives and designs.

Conducts engineering studies, performs engineering analysis, evaluates alternatives, makes recommendations, prepares reports, and makes presentations; prepares and assembles complete construction plans, specifications, contract documents; prepares detailed construction cost estimates.

Provides project management services; prepares detailed scope of services/work, develops and monitors schedules and budgets, and monitors performance of subordinate staff and consultants; establishes priorities and adjusts schedules to meet priorities established by Public Works Director and Assistant Public Works Director in consideration of current departmental goals, objectives, priorities, and workload.

Performs bid phase services including pre-bid conference, interpretation of plans and specifications, preparation of addenda, analysis of bids, and recommendation of award; interprets and updates local codes, policies and procedures, design and submittal criteria, and applicable standards; coordinates and obtains easements and agency permits; prepares applications and necessary exhibits.

Ensures local, state, and Federal regulatory compliance at program and project levels; stays informed of proposed and current regulations; prepares informational updates to supervisors, commissions and boards.

CIVIL ENGINEER II (Cont'd.)

Coordinates construction phase services including construction administration, testing, and inspection; prepares and administers construction phase documents including progress payments, field changes, and change orders; coordinates inspections and testing and ensures compliance with plans, specifications, and contract documents; provides interpretations as required.

Assists and trains staff in performance of all tasks needed to complete the workload. Analysis and resolution of design and construction related problems, interpretation and application of general policies and procedures, county code and regulations, design criteria and applicable standards.

Implements development application review program including review of development plans, construction plans and specifications, prepares conditions of approval and makes presentations to boards, commissions, and committees; prepares detailed studies and reports as requested by the Public Works Director and Assistant Public Works Director.

Responds to and resolves citizen inquires and complaints; conducts detailed investigations to determine problem, responsibilities, and feasible solutions; prepares correspondence and coordinates with interested parties; fosters teamwork and corporation with other divisions, departments, agencies, and stakeholders.

KNOWLEDGE, SKILLS, & ABILITIES:

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents; respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community; write speeches and articles for publication that conform to prescribed style and format; effectively present information to top management, public groups, employees, vendors, and/or boards of commissioners

Ability to comprehend and apply principles of advanced calculus, modern algebra, and advanced statistical theory; work with concepts such as limits, rings, quadratic and differential equations, and proofs of theorems.

Ability to define problems, collect data, establish facts, and draw valid conclusions; interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Knowledge of the application of civil engineering principles and practices to the planning, design, construction, operations, and maintenance of the City's infrastructure and capital improvements including transportation, drainage, water, wastewater, erosion control, solid waste/recycling, and building systems;

Knowledge of methodologies and procedures for performing complex mathematical preliminary and final engineering design calculations and analysis, development and production of complete preliminary and final technical reports and studies, plans, cost estimates, specifications, and other

CIVIL ENGINEER II (Cont'd.)

work products; application of local, state, and federal codes, ordinances, regulations, policies, and guidelines to ensure compliance of City's infrastructure and public works systems and improvements.
Ability to originate, prepare, check, and supervise preparation of design computations and calculations, project designs, details, drawings, plans, reports, studies, cost estimates, specifications, related technical writing, and correspondence with minimum supervision; communicate technical and procedural information to engineers, other professionals, consultants, contractors, City staff, general public, boards, commissions and committees, agencies, and other stakeholders;
Ability to plan, organize, staff, and lead staff and project teams through to completion of assignments in accordance with approved scope of work, schedules, and budgets; conduct research, compile technical data and prepare complete staff work; interpret plans, details, specifications, and other written and graphical technical communication forms; utilize computer software programs to prepare designs, plans, details, exhibits, graphics, reports, and related correspondence integral to the completion of assignments and production of finished products;
Ability to establish interpersonal relationships and bring individuals together as teams to solve problems.

Physical Requirements:
Requires a high level of standing, walking, sitting, and driving to jobsites; manual dexterity to allow proper use of work related equipment such as keyboards, fax machines, telephones requiring use of fingers, hands and arms; must be sighted including close and distance vision, color vision, peripheral vision, depth perception and adjusting focus, and hearing capable. Mobility to such a degree to move about the work area or job site to such a degree as not to compromise safety rules or the safety of self or others while working. Requires climbing, balancing, stooping, kneeling, crouching, and/or crawling. Frequently lifts and/or carries up to 25 pounds.

Qualifications:
Undergraduate Degree in Civil Engineering, or other closely related field. Requires four years experience as a full time professional civil engineer preferably in a public works environment. Professional Engineering License required. Requires intermediate to advanced proficiency level utilizing Microsoft Office applications including Excel, Access, PowerPoint, Word, and Outlook. Must successfully complete a thorough background check. A valid driver's license required.

Class Code: 444

NUTRITIONIST II

Definition: Under general to limited supervision, is responsible for participating in the development and implementation of public health nutrition services and assure that WIC participants receive accurate nutrition assessments and appropriate nutrition education. Reports to WIC Coordinator.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must keep information confidential. Other duties may be assigned as necessary.

Tasks:
Determines health and nutritional risk factors for certification and recertification for W.I.C. program eligibility by performing dietary, biochemical, medical and anthropometric assessments of individuals; consults with physicians, participants, and appropriate W.I.C. officials regarding special formula usage; assigns appropriate food and formula packages to participants; prepares high risk care plans and provides follow-up counseling for medically high risk participants; refers participants to appropriate local resource agencies for additional social, health and or nutrition services; maintains professional working relationships with local health care providers and social services personnel for continued care of participants as needed; provides consultation to medical professionals regarding participant nutritional needs; provides one-on-one counseling to participants regarding health/nutritional needs; reviews and discusses nutrition assessments. Provides counseling for diagnosed medical conditions that require medical nutrition therapy. Ability to authorize medical foods or metabolic formulas that are restricted to be issued by a RD or State Nutritionist,

Develops, coordinates and implements annual programs for nutrition education and /or breastfeeding programs as Nutrition Coordinator and /or Breastfeeding Coordinator; assists in preparation of LAP; presents nutrition and activity oriented educational programs, seminars, and workshops for W.I.C. and other community health programs; develops lesson plans for specific nutrition topics; teaches nutrition related classes, seminars, and workshops to groups, or one-on-one, to W.I.C. participants and participants in other community health programs including promoting breastfeeding. Provides support and encouragement for breastfeeding as the optimal source of infant nutrition.

Prepares a variety of records and reports regarding nutritional needs of W.I.C. and other community health program participants; documents nutrition education activities and prepares periodic reports for City, State, and Federal W.I.C. and other health program officials; assign and review the work of subordinate support staff; may perform a variety of work to facilitate the efficient, effective operation of the W.I.C. program.

Class Code: 444

NUTRITIONIST II (Cont'd.)

Knowledge, Skills, and Abilities

Advanced knowledge of the nutritional needs and deficiencies of women, infants, and children, including those of pregnant, post-partum women and nursing mothers.
Advanced knowledge of program eligibility guidelines for the W.I.C. and other community health programs.
Advanced knowledge of the procedures and techniques for developing and implementing lesson plans for adult education programs, seminars and workshops.
Advanced knowledge of the theory and principles of nutrition and diet, and stays abreast of current research and practices within the profession.
Advanced ability to accurately keep records and other medical charts and information.
Advanced ability to follow established State and Federal guidelines for the WIC program.
Advanced ability to effectively communicate nutrition information to groups and individuals.
Knowledge of various medical conditions that may require medical nutrition therapy by a registered dietitian /licensed dietitian.
Comprehensive skill in establishing and maintaining effective working relationships with medical professionals, W.I.C. and other health program participants, and the public.
Comprehensive skill in evaluating the nutritional content of a variety of diets/eating habits.
Ability to work with participant of varied socioeconomic, cultural and language backgrounds.
Skill in providing medical nutrition therapy.

Physical Requirements:

Requires high levels of sitting and standing; must be mobile to such a degree that allows efficient and effective job related movement such as moving around a work area or building to perform essential job functions; low levels of twisting and bending may be required; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working, must have degree of manual dexterity sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines, and telephones.

Qualifications: Graduation from an accredited four-year college or university with a bachelor's degree in public health nutrition, dietetics, nutrition, foods, human ecology, or closely related field, including or supplemented by at least 15 semester hours in foods and nutrition including at least 1 course in diet therapy and 1 course community nutrition or nutrition in life cycle; or, completion of an undergraduate curriculum in Nutrition or Dietetics from a program accredited or approved by The American Dietetic Association, or, registration or current eligibility for registration as a Registered Dietician by the Commission on Dietetic Registration and licensed with The State of Missouri as a licensed dietitian. One or more years of professional WIC experience as a Registered Dietitian/Licensed Dietitian in the State of Missouri. Must be able to successfully complete a thorough background check. Valid vehicle operator's license required.

NUTRITIONIST II (Cont'd.)

Continuing Nutrition Education Requirements: As a Registered Dietitian/Licensed Dietitian must accrue seventy-five hours of approved continuing professional units every five years, as determined by the committee on dietetic registration; and is licensed in the State of Missouri to engage in the practice of dietetics or medical nutrition therapy.

Class Code: 446

PEER COUNSELOR

Definition: The City of Joplin uses a Peer Counselor as a breastfeeding paraprofessional to give basic breastfeeding information, support and encouragement to pregnant women and breastfeeding mothers, and serves as a role model for breastfeeding women. This is a part-time position that reports to the WIC Administrator.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Counsels pregnant women and breastfeeding mothers by telephone, home visits, hospital visits, and in the WIC office at scheduled intervals determined by the local WIC provider. Provides information and support for women in managing common maternal and infant breastfeeding problems that occur. Contacts Breastfeeding Peer Counselor Coordinator or agency lactation expert when a situation occurs that is out of her scope of practice or anytime guidance is needed. May be available to new mothers who are having breastfeeding problems and need assistance outside the usual 8:00 am to 5:00 pm working hours via an after-hours phone line. Respects each participant by keeping her information strictly confidential.

Keeps accurate records of all contacts made with WIC participants using MOWINS. When making contacts outside of the clinic will document on contact logs provided by the state and transfer to MOWINS system as soon as possible (no later than the end of the month).

May teach prenatal and breastfeeding classes with approved lesson plan by BFPC Coordinator and/or organize mother support groups. May attend and assist with prenatal classes and breastfeeding support groups. May attend monthly staff meetings and breastfeeding conferences and/or workshops as appropriate.

Submits Weekly and monthly Activity Reports to the Breastfeeding Coordinator and the State Breastfeeding Peer Counselor Coordinator. Reads assigned books and materials on breastfeeding that are provided by the supervisor.

May assist WIC staff in promoting breastfeeding through special projects and other duties as assigned.

Training Requirements must be completed as scheduled and include state approved training programs for peer counselors, additional educational opportunities, such as informal training sessions, observing other peer counselors or lactation consultants helping mothers. May attend conferences or workshops on breastfeeding as determined by the WIC Administrator. Must complete required breastfeeding trainings to become a peer counselor.

Class Code: 446

PEER COUNSELOR (cont'd.)

Knowledge, Skill, and Abilities:
Ability to effectively communicate breastfeeding information to groups and individuals.
Skill in establishing and maintaining effective working relationships with medical professionals, W.I.C. and other health program participants, and the public.
Skill in working with administrative computer systems both for the State and the City.
Ability to work with participant of varied socioeconomic, cultural and language backgrounds.
Ability to accurately keep records and other medical charts and information in an electronic format.
Ability to follow established State and Federal guidelines for the WIC program.
Ability to work the number of hours required to meet the City of Joplin's plan for peer counseling.

Physical Requirements:
Requires high levels of sitting and standing; must be mobile to such a degree that allows efficient and effective job related movement such as moving around a work area or building to perform essential job functions; low levels of twisting and bending may be required; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working, must have degree of manual dexterity sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines, and telephones.

Qualifications: Graduation from high school diploma or GED and experience with personal breastfeeding. Effective communications skills. Enthusiastic about breastfeeding, and wants to help other mothers enjoy a positive experience. Comes from a similar background as the mothers being taught. Current or previous WIC participation preferred. Computer skills required. Must successfully complete a thorough background check. Must have a valid vehicle operator's license.

Class Code: 447

LEAD PEER COUNSELOR

Definition: The City of Joplin uses a Senior Peer Counselor as a breastfeeding paraprofessional to provide both basic and more advanced breastfeeding information, support and encouragement to pregnant women and breastfeeding mothers. Serves as a role model for breastfeeding women and may maintain a leadership role for peer counselor. This is a part-time position that reports to the WIC Administrator.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Must maintain confidentiality. Other duties may be assigned as necessary.

Tasks:
Counsels pregnant women and breastfeeding mothers by telephone, home visits, hospital visits, and in the WIC office at scheduled intervals determined by the WIC administrator. Provides information and support for women in managing common maternal and infant breastfeeding problems that occur. Contacts Breastfeeding Peer Counselor Coordinator or agency lactation expert when a situation occurs that is out of her scope of practice or anytime guidance is needed. Available to new mothers who are having breastfeeding problems and need assistance outside the usual 8:00 am to 5:00 pm working hours. Respects each participant by keeping the information strictly confidential. May attend and assist with prenatal classes and breastfeeding support groups. May attend conferences or workshops on breastfeeding as determined by WIC Administrator.

Teaches prenatal and breastfeeding classes with approved lesson plan by BFPC Coordinator and organizes mother support groups. Attends monthly staff meetings and breastfeeding conferences and/or workshops as appropriate. Act as a mentor for new and less experienced peer counselors from our local WIC agency and other WIC agencies throughout the state. Reads assigned books and materials on breastfeeding that are provided by the supervisor.

Keeps accurate electronic records of all contacts made with WIC participants using MOWINS. When making contacts outside of the clinic documents on contact logs provided by the state and transfers to MOWINS system as soon as possible (no later than the end of the month)

Recruit and trains potential peer counselors and assists with the interview process in alignment with program polices and standards. Participates in state approved training programs for peer counselors. May attend additional educational opportunities, such as informal training sessions, observing other peer counselors or lactation consultants helping mothers.

Demonstrates expertise in breastfeeding counseling and management through previous experience and training.

May assist WIC staff in promoting breastfeeding through special projects and duties as assigned.

Class Code: 447

LEAD PEER COUNSELOR (cont'd.)

Knowledge, Skills, and Abilities:
Ability to effectively communicate breastfeeding information to groups and individuals.
Skill in establishing and maintaining effective working relationships with medical professionals, W.I.C. and other health program participants, and the public.
Skill in working with administrative computer systems both for the State and the City.
Ability to work with participant of varied socioeconomic, cultural and language backgrounds.
Ability to accurately keep records and other medical charts and information in an electronic or written format.
Ability to follow established State and Federal guidelines for the WIC program.
Ability to work the number of hours required to meet the City of Joplin's plan for senior peer counseling.

Physical Requirements:
Requires high levels of sitting and standing; must be mobile to such a degree that allows efficient and effective job related movement such as moving around a work area or building to perform essential job functions; low levels of twisting and bending may be required; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working, must have degree of manual dexterity sufficient to operate common office equipment such as computers, typewriters, copiers, FAX machines, and telephones.

Qualifications: Graduation from high school diploma or GED and experience with personal breastfeeding. Effective communications skills. Enthusiastic about breastfeeding and wants to help other mothers enjoy a positive experience. Comes from a similar background as the mothers being taught. Current or previous WIC participation preferred. Possesses one of the following credentials: International Board Certified Lactation Consultant (I.B.C.L.C), Certified Lactation Consultant (C.L.C.), Certified Breastfeeding Educator (C.B.E.) or has completed an advanced course in lactation management. Has demonstrated expertise in breastfeeding counseling and management through previous experience as a breastfeeding peer counselor, or through additional lactation training and expertise. Leadership skills required. Must successfully complete a thorough background check. Must have a valid vehicle operator's license.

CLASS SPECIFICATION
City of Joplin Class Code: 581

PARKING ENFORCEMENT OFFICER

Definition: Under general supervision, issues parking tickets, collects parking fees, repairs parking meters, and performs a variety of specialized support activities for the Joplin Police Department. Reports to the SEB Lieutenant.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:
Issues parking tickets and collects parking fees. Monitors all public parking lots and street parking for compliance with required laws. Enforces City parking rules and abandoned vehicle codes/ordinances.

Inspects parking related equipment and performs any required maintenance/repair on meters as necessary; verifies complaints of malfunctioning parking meters, replacing or repairing them as necessary; maintains an inventory of parts and supplies needed to maintain and repair parking meters and related equipment, ordering additional parts and supplies as needed.

Performs a variety of support services for the Police Department, including picking up and delivering Police Department vehicles for maintenance and/or repairs, monitoring a variety of general supplies used and ensuring that adequate stock levels are maintained, assisting with traffic control at fire and/or accident scenes, and assisting/filling in for school crossing guards; patrols streets to identify and cite vehicles in violation of City code/ordinance.

Communicates effectively with residents and visitors to our city.

Knowledge, Skills, and Abilities:
Knowledge of the City streets of Joplin and the public parking lots.
Knowledge of City of Joplin codes/ordinances regarding parking and vehicle storage.
Knowledge of traffic control practices and techniques.
Knowledge of the principles and techniques of parking meter repair.
Knowledge of the parts and supplies needed to repair/maintain parking meters.
Skill in establishing and maintaining effective working relationships with Police Department staff and the public.
Skill in inspecting, maintaining, and repairing parking meters.
Skill in the use of hand tools.
Skill in understanding, interpreting, and enforcing complex codes, ordinances, and regulations.

PARKING ENFORCEMENT OFFICER (Cont'd.)

Physical Requirements:
Requires high levels of standing, walking, twisting, and bending; some medium to heavy lifting may be involved; requires manual dexterity sufficient to operate a variety of essential job related equipment; must be sighted, hearing, and mobile to such a degree as not to compromise safety rules or the safety of self or others while working; must possess visual depth perception; medium to high levels of carrying, climbing, pushing, pulling, reaching, and squatting are also required.

Qualifications: Graduation from high school or G.E.D. equivalent. Some experience performing parking compliance work and manual labor on parking related equipment preferred. Must successfully complete a thorough background check. Must possess a valid Missouri operator's license.

CLASS SPECIFICATION
City of Joplin

Class Code: 632

PLANNING TECHNICIAN

Definition: Under general supervision, performs a variety of entry level technical level work related to City of Joplin planning, zoning and community development activities. Position reports to the Assistant City Planner and may be requested to perform professional-level duties of a limited complexity.

Essential Functions: Essential functions include the following tasks, knowledge, skills, and abilities. Attendance and dependability are extremely important in this job. Other duties may be assigned as necessary.

Tasks:

Researches the items on the Planning and Zoning Commission agenda. Reviews building plans and zoning permit applications to assure compliance with requirements such as land use, building placement and parking ratios. Compiles and summarizes information and data concerning Special Use Permits, rezoning requests, and zoning variances and exceptions. Prepares agenda packets for distribution to Planning and Zoning Commission and City Council. Updates City zoning maps and records. Prepares reports for Planning and Zoning Commission recommendations and decisions.

Assists in the preparation of Community Development Block Grant (CDBG) application for funding. Develops a listing of potential community development projects. Researches Federal regulations and reviews eligibility for CDBG funding. Compiles data and prepares reports for City Council and the U.S. Department of Housing and Urban Development (HUD) about CDBG funding.

Researches and prepares documents and reports including planning tasks as outlined in the Planning Work Program of the Joplin Metropolitan Planning Organization (MPO). Verifies amounts for reimbursement.

Assists in preparing grant applications; maintains and updates a variety of records, including maps, plans, zoning ordinances, and correspondence, general information relating to planning and zoning activities. Answers routine questions regarding planning and zoning activities, zoning ordinances and community development from the chamber of commerce, citizens and interest groups.

Performs routine office tasks in designated program areas, including data entry, file maintenance and management, copying and answering the telephone.

Knowledge, Skills, and Abilities:

Knowledge of the types of information needed by members of the Planning and Zoning Commission and the City Council.

PLANNING TECHNICIAN (Cont'd.)

Knowledge of the City of Joplin's zoning ordinances.
Knowledge of the City of Joplin's planning and zoning policies, procedures, and guidelines.
Knowledge of HUD guidelines for Comprehensive Housing Affordability reports and documents.
Knowledge of basic municipal planning principles and practices.
Knowledge of basic community development principles and practices.
Knowledge of Community Development Block Grant program regulations.
Knowledge of economic and social characteristics and needs of the different community areas.
Skill in establishing and maintaining effective working relationships with Planning and Zoning Commission members, City Council Members, grant applicants and the public.
Skill in researching and preparing informational materials regarding planning, zoning and community development issues.
Skill in maintaining a variety of records and preparing a variety of reports.
Skill in expressing ideas effectively, both orally and in writing.
Skill in operating a variety of office equipment, including FAX machines, telephones, computers, and copiers.

Physical Requirements:
Requires long periods of sitting; must be mobile to such a degree that allows efficient, effective essential job related movement such as moving around a building or work area and between buildings in all types of weather to perform essential job functions; low levels of twisting and bending may be required; must have manual dexterity sufficient to operate office equipment such as computers, typewriters, copiers, FAX machines, calculators, and telephones.

Qualifications: An undergraduate degree in Urban Planning, Public Administration, Community Development, Construction Management or a closely related field and experience equivalent to two years full-time experience in plans review, zoning, building code issuance, urban planning and/or community development is required. Must successfully complete a thorough background check. Must possess a valid Missouri operator's license.