INFORMAL AGENDA

November 5, 2012

5:15 p.m.

1. Discussion of Safety Training Center
2. Ugly Tie contest
3. Any other business

INFORMAL NOTES

October 15, 2012

Discussion of sewer billing for Silver Creek

Leslie Jones, Finance Director, presented information on the Silver Creek sewer billing. Silver Creek will become part of Joplin in January 2013. She stated the City will take over the billing in December as the billing is always one month behind. The city will not take over the trash billing for Silver Creek until February 2013 billing in January.

She stated Mr. Woolston had asked how much revenue the City would lose on the surcharge if the City were to begin charging inside the city rates until the time of consolidation. The amount of loss would be about $1400.00. Leslie stated she needs direction from Council on how to bill Silver Creek. Mr. Woolston suggested the City begin billing Silver Creek as Joplin residents rather than wait until February. All were in favor. Mayor Colbert-Kean was absent.

Any other business

In the spirit of camaraderie and a slight amount of levity, Dr. Rosenberg declared an "Ugly Tie Contest" to be held at the next City Council meeting on November 5, 2012. The contest is open to everyone who sits at the dais, including the city manager, city attorney, and the female council members. A prize will be awarded for the ugliest tie - a gift certificate for a new tie. Dr. Rosenberg deposited four ugly ties in the City Clerk's office in case someone needs an ugly tie for the contest. Dr. Rosenberg will select the impartial judges.

Mr. Scearce reminded the Council of the invitation they received to the Open House and luncheon for the new Church of Jesus Christ of Latter-day Saints that was rebuilt after being destroyed by the May 22, 2011 tornado.

Mr. Shaw reminded Council that Lt. Governor Peter Kinder would be in Joplin on Tuesday, October 16, for the dedication of the Delaware Apartments at 20th & Delaware at 10:30 am. The apartments were constructed by Kevin Parker with state grant money.

Patrick Tuttle, CVB Director, informed the Council that there will be an announcing the 2013 International Route 66 Festival will be held in Joplin. The announcement will be made tomorrow, October 16, at 1:30p.m in the lobby of City Hall.

Mr. Tuttle also commented on the Mother Road Marathon that was held in Joplin on October 14. He stated it was very successful, with 772 registered runners representing 24 states. He commended his staff and the Parks & Rec department for a job well done. He thanked councilmen Scearce and Golden for attending the race.

COUNCIL AGENDA

AMENDED November 1, 2012

November 5, 2012

6:00 P.M., Council Chambers

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

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

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**
   Public Hearing Procedures

   1. COUNCIL BILL NO. 2012-316 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0-PD property as described below and located at the northeast corner of 26th Street and Wall Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Mike and Ryan Flanagan. Planning and Zoning recommended approval).

   2. COUNCIL BILL NO. 2012-317- AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near Wildwood Ranch Parkway and John Duffy Drive, in Jasper County, Missouri. (Requested by Preferred Family Healthcare. Planning and Zoning recommended approval).

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

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

3. COUNCIL BILL NO. 2012-318 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2-PD property as described below and located near the northwest corner of 18th Street and Connecticut Avenue in the City of Joplin, Jasper County, Missouri. (Requested by David Frye. Planning and Zoning recommended approval).

4. RESOLUTION NO. 2012-027 - A RESOLUTION granting a Special Use Permit (First Request) to Brothers, Taylor & Bezold for a parking lot located at 2023 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri. (Requested by Brothers, Taylor and Bezold. Planning and Zoning recommended approval).

8. Consent Agenda

1. Minutes of the October 15, 2012 Council Meeting

2. 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.

3. COUNCIL BILL NO. 2012-521 - AN ORDINANCE amending Article II, Sewers and Sewage Disposal, Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, by amending Section 118-206, Billing and Collection Procedures, to implement certain fee language changes; and setting a date when this ordinance shall become effective.

9. Resolutions

1. RESOLUTION NO. 2012-028 – A RESOLUTION expressing desire to participate as part of a coalition for Missouri Department of Natural Resources (MDNR) application to the Environmental Protection Agency for the FY13 Brownfields Assessment Grant.

2. RESOLUTION NO. 2012-029-A RESOLUTION authorizing the submission of a Letter of Recommendation to the Department of Transportation (DOT) recommending that American Airlines be awarded the Essential Air Service (EAS) Contract for Joplin Regional Airport.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2012-168 - AN ORDINANCE approving the purchase of right of way from property at 1505 & 1515 W. 10th Street, consisting of part of Lot 51 in BYER'S MURPHY'S AND CONNOR'S FIRST ADDITION, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Thirty-Eight Thousand and 00/100 dollars ($38,000.00) and containing an emergency clause.

2. COUNCIL BILL NO. 2012-169 - AN ORDINANCE approving the contract with Rosetta Construction LLC in the amount of Four Hundred Ninety Six Thousand Three Hundred Eighty Three and no/100 Dollars ($496,383.00) for the Joplin Creek Wastewater Collection System Improvements Phase 4 providing how the cost shall be made and levied; and containing an emergency clause.

3. COUNCIL BILL NO. 2012- 170 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Ewing Signal, for the Tornado Damaged Signal & Lighting in the amount of Seven Hundred Forty Seven Thousand Nine Hundred Five Dollars and 90/100 Dollars ($747,905.90) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

4. COUNCIL BILL NO. 2012-455 – AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

5. COUNCIL BILL NO. 2012-456 – AN ORDINANCE amending or adding new items to Chapter 18, Animals, of the Joplin City Code by amending certain fees and enacting new fees found in Section 18-144; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1.Case 098-12: 5227 South Hearnes Boulevard – A request for a Site Plan Review for the construction of a dental office on Commercial – Planned Development property – Dr. Jay Joseph.

2.Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2011, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Notice posted at 4:30 p.m. on this the 1st day of November, 2012. (RSMo 610.020)

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES October 15, 2012

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Pro Tem Bill Scearce.

INVOCATION - read by City Attorney Brian Head

FLAG SALUTE – led by Mr. Shaw

ROLL CALL – Present: Morris Glaze, Jack Golden, Benjamin Rosenberg Scearce, Michael Seibert, Gary Shaw, and Mike Woolston. Absent: Melodee Colbert–Kean. Motion by Dr. Rosenberg, Second by Ms. Raney to excuse Mayor Colbert-Kean. Motion passed 8-0-1.

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

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

Minutes of the October 1, 2012 Council Meeting

COUNCIL BILL NO. 2012-308 - 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 R-3 property as described below and located at the southwest corner of Hill Street and McKee Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2012-174

COUNCIL BILL NO. 2012-309 - AN ORDINANCE providing for the vacation of the eastern one-half of a utility easement located at 2702 South Washington Avenue, in the City of Joplin, Jasper County, Missouri. Ordinance No. 2012-175

COUNCIL BILL NO. 2012-310 - 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 District C-1-PD and including in District C-3-PD property as described below and located on the south side of

30th Street between Connecticut and Delaware Avenues in the City of Joplin, Jasper County, Missouri. Ordinance No. 2012-176

COUNCIL BILL NO. 2012-312 - AN ORDINANCE providing for the vacation of a public alley running north and south between 25th Street and 26th Street and west of Pearl Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2012-177

COUNCIL BILL NO. 2012-313 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near 32nd Street and John Duffy Drive, in Jasper County, Missouri. Ordinance No. 2012-178

COUNCIL BILL NO. 2012-314 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near 32nd Street and Central City Road, in Jasper County and Newton County, Missouri. Ordinance No. 2012-179

COUNCIL BILL NO. 2012-315 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near 32nd Street and John Duffy Drive, in Jasper County and Newton County, Missouri. Ordinance No. 2012-180

RESOLUTIONS

Mr. Shaw introduced Resolution No. 2012-025. Motion by Mr. Shaw, Second by Mr. Woolston to Approve Resolution No. 2012-025. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Colbert-Kean

The Resolution was read as being Resolution No. 2012-025.

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

Mr. Golden introduced Resolution No. 2012-026. Motion by Mr. Golden, Second by Mr. Woolston to Approve Resolution No. 2012-026. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Colbert-Kean

The Resolution was read as being Resolution No. 2012-026

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

ORDINANCES-EMERGENCIES

Mr. Shaw introduced Council Bill No. 2012-018.Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-018. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: Scearce, 1. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-181

AN ORDINANCE suspending the implementation and operation of sections: 4.3 Eligibility for Pay Increase., 4.4. Merit Pay Increases., 4.5 Effective Date of Pay Increase., and 4.6. Pay Increase Determination., of the City of Joplin Employee Manual as approved by ordinance 2012-172 on the 1st day of October, 2012; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2012-454. Motion by Mr. Golden, Second by Mr. Glaze to Adopt Council Bill No. 2012-454. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-183

AN ORDINANCE approving an Assistance Amendment by and between the U.S. Environmental Protection Agency (EPA), and the City of Joplin, Missouri, for a term commencing December 15, 2011 and running through December 14, 2015, for the amount of Two Million Four Hundred Thousand Dollars and no Cents ($2,400,000.00), to support soil testing and remediation activities associated with tornado response; and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-145. Motion by Mr. Shaw, Second by Mr. Seibert to Adopt Council Bill No. 2012-145. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and Ordinance No. 2012-183

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Crossland Heavy Contractors Inc. to provide professional services for the Remediation of Metals Contaminated Soil for Parks Properties and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2012-513. Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No. 2012-513. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-184

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and the Brewer Family Trust Dated October 28, 2011, Charles Joseph Brewer, Jr. and Connie Jean Brewer, Co-Trustees, for the sale of approximately 8,415 square feet of land at 2321 Connecticut Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2012-514Motion by Dr. Rosenberg, Second by Ms. Raney to Adopt Council Bill No. 2012-514. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-185

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2011-2012 as adopted by Ordinance 2011-136 on October 17, 2011, to adjust appropriations and estimated revenue in various funds and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-515. Motion by Mr. Shaw, Second by Dr. Rosenberg to Adopt Council Bill No. 2012-515. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-186

AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2012 to October 31, 2013, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-516. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2012-516. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-187

AN ORDINANCE approving the First Addendum to the Agreement for Sanitary Sewer Treatment Services dated March 15, 2010, by and between the City of Joplin and the City of Duquesne, Missouri dealing generally with sewer billing and collection services; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2012-517. Motion by Mr. Golden, Second by Mr. Glaze to Adopt Council Bill No. 2012-517. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-188

AN ORDINANCE approving Addendum B to the Solid Waste Collection Franchise Agreement dated November 3, 2008, by and between the City of Joplin and Republic Services of Galena, formerly doing business as Allied Services, LLC, dealing generally with trash billing and collection services; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-518. Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2012-518. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-189

AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2012-519.Motion by Mr. Seibert, Second by Mr. Glaze to Adopt Council Bill No. 2012-519. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-190

AN ORDINANCE approving an Agreement by and between the City of Joplin and Missouri-American Water Company to provide water usage and customer identification data for sewer and trash billing purposes; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2012-520. Motion by Dr. Rosenberg, Second by Mr. Shaw to Adopt Council Bill No. 2012-520. Voting in favor were Council Members: Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 7. Nays: Glaze, 1. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-191

AN ORDINANCE approving an Agreement by and between the City of Joplin and Missouri-American Water Company to terminate water service and discontinue the supply of water from its system to any premises which sewer bills are unpaid; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2012-522.Motion by Dr. Rosenberg, Second by Ms. Raney to Adopt Council Bill No. 2012-522. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-192

AN ORDINANCE approving a Contract by and between the City of Joplin and Humana to provide voluntary vision insurance coverage for City employees on behalf of the employer, the City of Joplin;

authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Shaw introduced Council Bill No. 2012-521.Motion by Mr. Shaw, Second by Mr. Seibert to Pass Council Bill No. 2012-521 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean,1.

The Council Bill was read as Council Bill No. 2012-521.

AN ORDINANCE amending Article II, Sewers and Sewage Disposal, Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, by amending Section 118-206, Billing and Collection Procedures, to implement certain fee language changes; and setting a date when this ordinance shall become effective.

ORDINANCES – SECOND READING AND THIRD READING

Mr. Glaze introduced Amended Council Bill No. 2012-311. Motion by Mr. Glaze, Second by Mr. Shaw to Pass Amended Council Bill No. 2012-311 on Second Reading and Advance to Third Reading and Pass. Voting in favor were Council Members: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean,1.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-193

AN ORDINANCE amending Ordinance No.2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 PD property as described below and located near Luke Street and Sabra Avenue in the City of Joplin, Jasper County, Missouri.

UNFINISHED BUSINESS

NEW BUSINESS

There being no further business to come before the Council, the meeting was adjourned at 7:33 p.m.

Respectfully submitted,

Barbara Gollhofer

Barbara Gollhofer, Assistant City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 5, 2012

Item: COUNCIL BILL NO. 2012-316
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg OXH Date: 10/26/2012
City Attorney: Brian Head Date: 10-30-12
City Manager: R. Mark Rohr Date: 10-30-12
Board or Commission: Planning and Zoning Commission MPN Date: 10/8/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 094-12: Northeast corner of 26th Street and Wall Avenue – A request to rezone from District R-1 (Single-family Residential) to District C-O PD (Non-retail – Planned Development) for future office development – Mike and Ryan Flanagan.

STAFF SUMMARY:
The proposed rezoning and site plan are consistent with development patterns and policies of the City of Joplin as identified in the newly adopted corridor development standards for 26th Street.

The site meets minimum parking requirements and landscaping requirements. The site has provided a landscaped buffer between the parking and the residential property to the north. The modern architectural design meets several of the new requirements for materials and design, including 360° design. Building materials are varied and include a mix of colors, none of which dominate another. However, the modern architectural style may not be compatible with the more traditional residential styles found in the surrounding neighborhood. According to the new design guidelines, "Nonresidential sites designed to 'back up' to residential areas rather than integrate with their neighbors are subject to buffers with greater setbacks and landscape requirements." The architect has provided increased landscaping and a 25' buffer between the building and the property line.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. David Endicott purchased the property in this request from Mr. Flanagan some time ago. During meetings with the City staff, the staff's only concern was the architectural design of the

building itself. An issue was raised that the building might be a little too modern to fit in with the multi-use area.

Mr. Endicott worked with his architect to make the building conform to the Comprehensive Plan as closely as possible, but to still maintain a modern look. He owns Neotech Solutions, which has been in Joplin since 1997. He provides IT consulting services to businesses in this area and all across the United States. The major purpose of his building is to provide a presence to allow people to know who his business is, and what they do.

Mr. Endicott expressed the importance of maintaining a high-tech look as much as possible while still trying to conform to the statutes and rules that have been put in place. He stated that five structures existed on this property before the tornado, with the number of buildings being reduced to one. He has reduced the overall height of the structures, with the height of the original structures being 32 feet. He has dropped the overall height down to 24 feet.

Mr. Endicott will provide clear sight distance for traffic and is trying to keep the building at a size that is pedestrian-friendly. He added significant green space and landscaping to create a pedestrian-friendly environment and still blend in well with other structures that he anticipates will be built in that area. The building will be his headquarters for the foreseeable future.

PUBLIC COMMENT:
None.

Z&P Meeting: October 8, 2012
City Council Meeting: November 5, 2012

STAFF PLANNING REPORT

CASE 094-12:

Petition the Council to rezone from District R-1 (Single-family Residential) to District C-O PD (Non-retail – Planned Development) for future office development.

APPLICANT:

Mike & Ryan Flanagan

LOCATION:

Northeast corner of 26th Street and Wall Avenue

PRESENT ZONING:

R-1 (Single-family Residential)

REQUESTED ZONING:

C-O PD (Non-retail – Planned Development)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 140' x 130' (18,200 square feet or 0.42 acres)

FLOOD PLAIN

Zone X

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

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

26th Street (via alley)
Wall Avenue

CLASSIFICATION OF STREET(S)

26th Street – Minor Arterial
Wall Avenue – Minor Arterial

RIGHT-OF-WAY WIDTH

26th Street – 100'
Wall Avenue – 60'

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

No.

UTILITIES:

The property has utility connections.

CONSISTENT WITH FUTURE LAND USE MAP?

Yes. This site is located along the 26th Street Corridor and is eligible for rezoning with site plan review.

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 office (non-retail commercial) use as noted in the newly adopted corridor standards for 26th Street.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby

properties since the newly adopted corridor development standards are being applied to this request.

DISCUSSION

The proposed rezoning and site plan are consistent with development patterns and policies of the City of Joplin as identified in the newly adopted corridor development standards for 26th Street.

The site meets minimum parking requirements and landscaping requirements. The site has provided a landscaped buffer between the parking and the residential property to the north. The modern architectural design meets several of the new requirements for materials and design, including 360° design. Building materials are varied and include a mix of colors, none of which dominate another. However, the modern architectural style may not be compatible with the more traditional residential styles found in the surrounding neighborhood. According to the new design guidelines, "Nonresidential sites designed to 'back up' to residential areas rather than integrate with their neighbors are subject to buffers with greater setbacks and landscape requirements." The architect has provided increased landscaping and a 25' buffer between the building and the property line.

Staff recommends approval.

ENCLOSURES

Site Plan/Landscape Plan, Elevations, Rendering, and Floor Plan

RECEIVED
6-12-12

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.: 09-12
Filing Fee:
Date Advertised: 9-23-12
Date Notices Sent:
Public Hearing Date: 10-8-12

APPLICANT: Mike & Ryan Flanagan. PHONE: 417-540-5799
ADDRESS: 621 Jaccard place Joplin ZIP: 64801
OWNER: Mike & Ryan Flanagan. PHONE: 417 540-5799
ADDRESS: 621 Jaccard place Joplin ZIP: 64801
LOCATION OF PROPERTY: 26th and Wall
LEGAL DESCRIPTION: See Attached Legals

Present Zoning: R-1 Requested Zoning: C-1 PD Acreage: —
Present Use of Property: Vacant Lots in Tornado zone

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R-1
South	Vacant Lot Residential	R-1
East	Vacant Lot Residential	R-1
West	Vacant Lot Irving School	—

CHARACTER OF THE NEIGHBORHOOD: Tornado zone

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:

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: 26th Wall
2. Classification of Street(s):
   Arterial____ Collector____ Local X
3. Right-of-Way Width: ____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

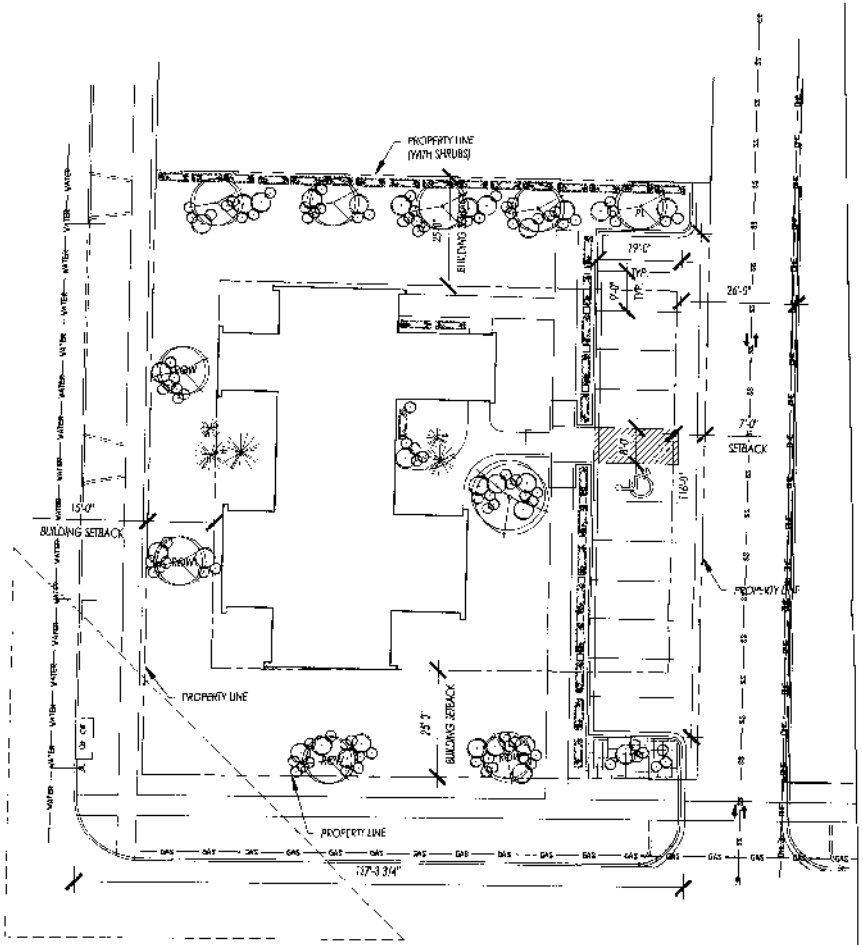
IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? 75 x 125 & 44 x 125
2. Properly Sized Street Right-of-Way? Will Be
3. Drainage Easements? Yes
4. Utility Easements:
   Electricity? Yes
   Gas? Yes
   Sewers? Yes
   Water? Yes
5. Additional Comments:____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: [signature] DATE: 6-7-12
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.)



SITE PLAN

1" = 20'-0"

PROJECT DESCRIPTION:

12-085

DATE:

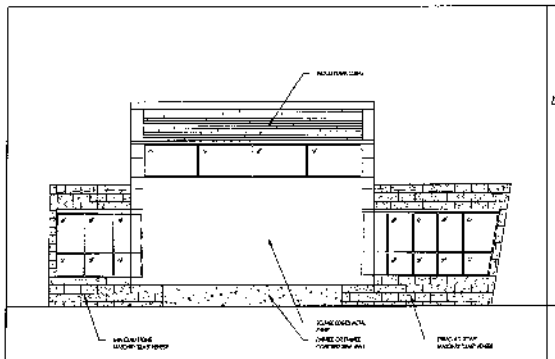
PROJECT ARCHITECT:

PARAGON ARCHITECTURE INC

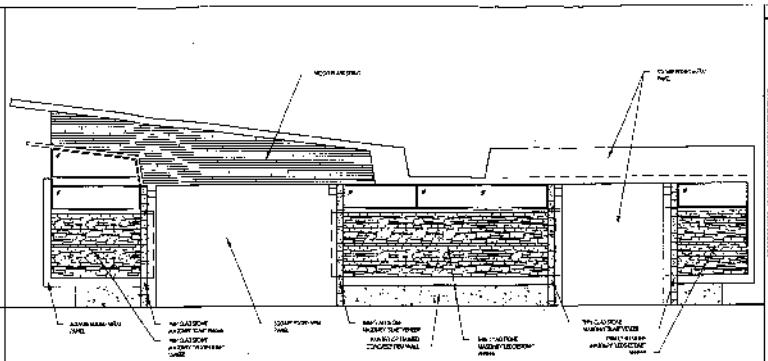
430 S. GLENSTONE AVE. SPRINGFIELD, MO 65802

PH. 417-885-0002 FAX: 417-881-0072

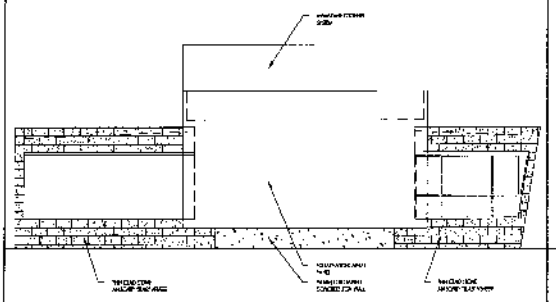
www.paragon-architecture.com



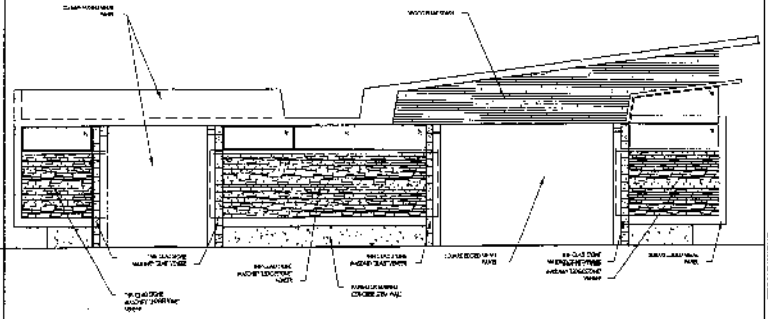
SOUTH ELEVATION - FACING 26TH STREET



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION - FACING WALL AVENUE

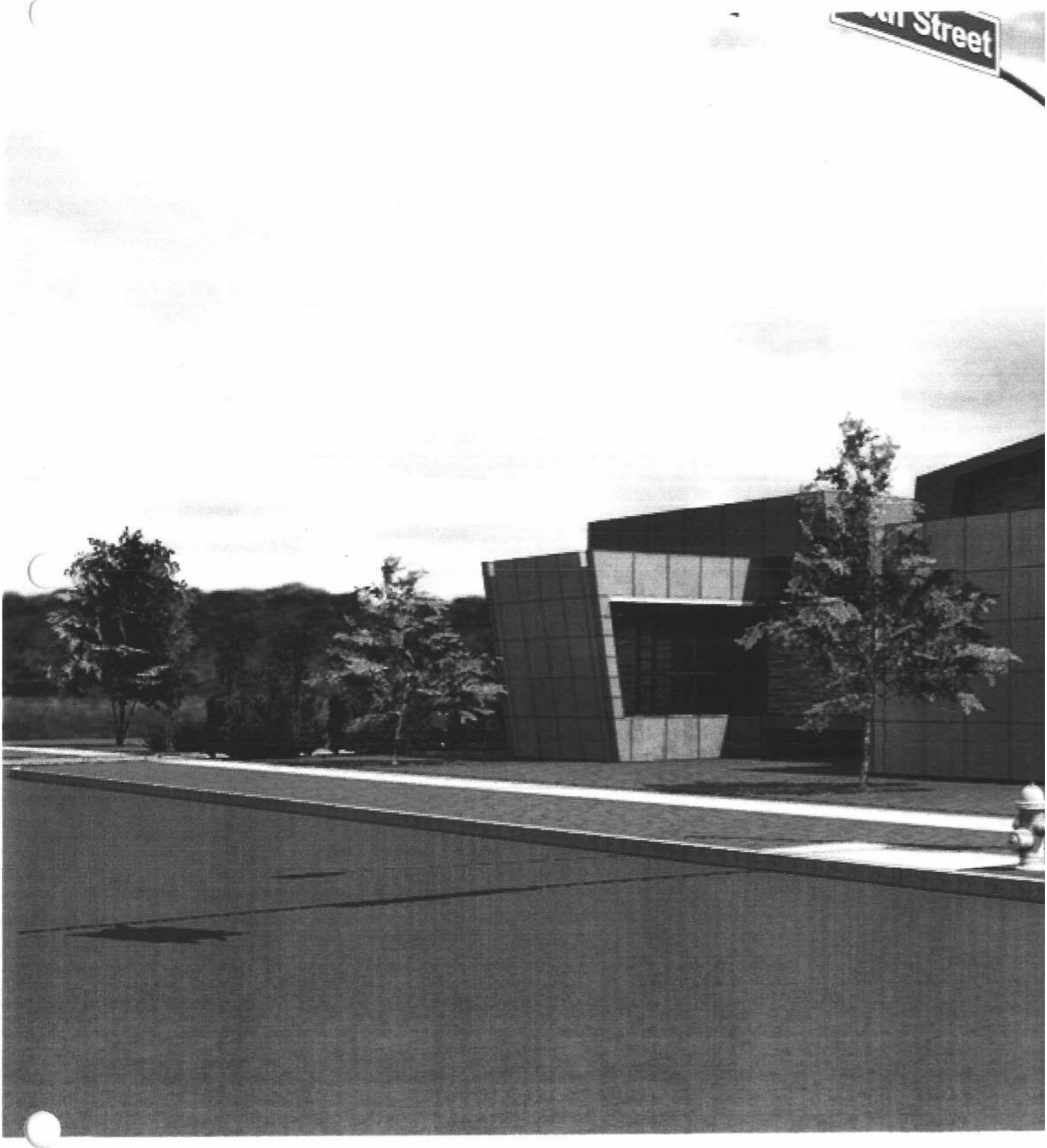
PARAGON ARCHITECTURE INC

480 S. CLEARSTONE AVE. SPRINGFIELD, MO 65802
PH: 417.862.0000 FAX: 417.862.0002
WWW.PARAGONARCHITECTS.COM

SHEET TITLE

PROJECT OWNER
12-065

PROJECT ARCHITECT
DRAWN BY
CHECKED BY


Street



C[illegible] 094-12: A request to rezone two properties from District R-1 (Single-family Residential) to District C-O PD (Non-retail - Planned Development) located at the northeast corner of 26th Street and Wall Avenue for future office development. - Mike and Ryan Flanagan

Case 094-12: Northeast corner of 26th Street and Wall Avenue – A request to rezone from District R-1 (Single-family Residential) to District C-O PD (Non-retail – Planned Development) for future office development – Mike and Ryan Flanagan.

Mr. Harrington opened the public hearing for Case 094-12.

Mr. David Endicott, 3574 Willow Lane, Joplin, purchased the property in this request from Mr. Flanagan some time ago. During meetings with the City staff, the staff's only concern was the architectural design of the building itself. An issue was raised that the building might be a little too modern to fit in with the multi-use area.

Mr. Endicott worked with his architect to make the building conform to the Comprehensive Plan as closely as possible, but to still maintain a modern look. He owns Neotech Solutions, which has been in Joplin since 1997. He provides IT consulting services to businesses in this area and all across the United States. The major purpose of his building is to provide a presence to allow people to know who his business is, and what they do.

Mr. Endicott expressed the importance of maintaining a high-tech look as much as possible while still trying to conform to the statutes and rules that have been put in place. He stated that five structures existed on this property before the tornado, with the number of buildings being reduced to one. He has reduced the overall height of the structures, with the height of the original structures being 32 feet. He has dropped the overall height down to 24 feet.

Mr. Endicott will provide clear sight distance for traffic and is trying to keep the building at a size that is pedestrian-friendly. He added significant green space and landscaping to create a pedestrian-friendly environment and still blend in well with other structures that he anticipates will be built in that area. The building will be his headquarters for the foreseeable future.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 094-12.

MR. SMITH MOVED, SECONDED BY MR. LANDRITH, THAT CASE 094-12 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. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 094-12
Mike and Ryan Flanagan
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-316 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0-PD property as described below and located at the northeast corner of 26th Street and Wall 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 R-1 and including same in District C-0-PD:

All of the South One-Half (S ½) of Lot numbered Sixty-Seven (67) and All of Lot numbered Sixty-Eight (68) in O'Keefe's Second Addition to the City of Joplin, Jasper County, Missouri, According to the Recorded Plat thereof, AND All of Lot numbered Sixty-Nine (69) in O'Keefe's Second Addition to the City of Joplin, Jasper County, Missouri.

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: November 5, 2012

Item: COUNCIL BILL NO. 2012-317
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg OKH Date: 10/26/2012
City Attorney: Brian Head BCH Date: 10-30-12
City Manager: R. Mark Rohr RMR Date: 10-30-12
Board or Commission: Planning and Zoning Commission MDW Date: 10/8/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 095-12: Near Wildwood Ranch Parkway and John Duffy Drive – A request for voluntary annexation – Preferred Family Healthcare.

STAFF SUMMARY:
This is a request by the property owner to voluntarily annex 1 tract of land totaling approximately 10.8 acres. The property is currently under development. Annexation of adjacent right-of-way tracts received approval from the City Council on October 1, 2012.

We have received a signed notarized petition from Jamie Campbell, Preferred Family Healthcare indicating her desire for the property to be within the City of Joplin.

Staff has reviewed the petition and does not see any issues with proceeding with the annexation of this property. Staff recommends approval of the voluntary annexation.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jerald Norton, Tri-State Engineering, appeared to request the approval for a voluntary annexation for this 9.8-acre tract. He stated that the Planning and Zoning Commission approved the annexation of the right-of-way adjacent to this property last month, with the City Council approving that annexation last week. The property to the south was originally purchased by Preferred Family Healthcare, but after the tornado, they donated that property to Mercy Hospital. Preferred Family Healthcare then purchased the property to the north and is requesting the voluntary annexation of that property.

PUBLIC COMMENT: None.

Z&P Meeting: October 8, 2012
City Council Meeting: November 5, 2012

STAFF PLANNING REPORT

CASE 095-12:

Petition the Council to voluntarily annex into the corporate limits of the City of Joplin property located near Wildwood Ranch Parkway and John Duffy Drive.

APPLICANT:

Preferred Family Healthcare

LOCATION:

Near Wildwood Ranch Parkway and John Duffy Drive in the Wildwood Ranch Development

PRESENT ZONING:

N/A – Jasper County

DISCUSSION:

This is a request by the property owner to voluntarily annex 1 tract of land totaling approximately 10.8 acres. The property is currently under development. Annexation of adjacent right-of-way tracts received approval from the City Council on October 1, 2012.

We have received a signed notarized petition from Jamie Campbell, Preferred Family Healthcare indicating her desire for the property to be within the City of Joplin.

ADDITIONAL INFORMATION OR COMMENTS

Staff has reviewed the petition and does not see any issues with proceeding with the annexation of this property.

STAFF RECOMMENDATION:

Staff recommends approval of the voluntary annexation.

ENCLOSURES:

None

Case 095-12

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI.

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

TO WHOM IT MAY CONCERN:

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

Jamie Campbell, VP
PREFERRED FAMILY HEALTHCARE INC

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 13th day of June, 2012, before me appeared Jamie Campbell, to me known to be the Vice Pres of Operations of Preferred Family Healthcare, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Vice Pres of Operations acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: 1-19, 2014

Teresa L. Gilliam - Notary Public
Notary Seal, State of
Missouri - Newton County
Commission #10786255
My Commission Expires 1/19/2014

Notary Public: Teresa L Gilliam



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

Case 095-12: A request for voluntary annexation for an approximately 10.8 acre tract located near Wildwood Ranch Parkway and John Duffy Drive. - Preferred Family Healthcare

N

Case 095-12: Near Wildwood Ranch Parkway and John Duffy Drive – A request for voluntary annexation – Preferred Family Healthcare.

Mr. Harrington opened the public hearing for Case 095-12.

Mr. Jerald Norton, Tri-State Engineering, 702 South Main Street, Joplin, appeared to request the approval for a voluntary annexation for this 9.8-acre tract. He stated that the Planning and Zoning Commission approved the annexation of the right-of-way adjacent to this property last month, with the City Council approving that annexation last week. The property to the south was originally purchased by Preferred Family Healthcare, but after the tornado, they donated that property to Mercy Hospital. Preferred Family Healthcare then purchased the property to the north and is requesting the voluntary annexation of that property.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 095-12.

MR. DUNCAN MOVED, SECONDED BY MR. LANDRITH, THAT CASE 095-12 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. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 095-12
Preferred Family Healthcare
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-317 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near Wildwood Ranch Parkway and John Duffy Drive, in Jasper County, Missouri.

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

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

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

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

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

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

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

All that part of the Southeast Quarter (SE ¼) of Section 13, Township 27 North, Range 34 West, Jasper County, Missouri, described as follows: Commencing at the Southeast corner of said Southeast Quarter, thence N88°40'30"W along the South line of said Southeast Quarter, 1192.53 feet to the East right-of-way line of John Duffy Drive; thence N13°22'37"E along said East right-of-way line 158.88 feet; thence N17°27'58"E 140.28 feet; thence N13°22'37"E, 372.06 feet to a curve to the Left having a radius of 1030.00 feet; thence along said curve to the Left an arc distance of 207.58 feet; thence N01°49'48"E 136.71 feet to the point of beginning; thence N88°17'36"W, 30.00 feet; thence N01°49'48"E 828.06 feet to a point on a non-tangent curve to the Right having a

radius of 2000.00 feet and a chord bearing and distance of N85°49'46"E, 314.80 feet; thence along said non-tangent curve to the right an arc distance of 315.13 feet; thence S88°39'24"E, 237.90 feet; thence S01°49'48"W, 856.32 feet, thence N88°17'36"W, 521.49 feet to the point of beginning; Subject to any easements or restrictions of record; Containing 10.8 acres more or less.

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

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

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: November 5, 2012

Item: COUNCIL BILL NO. 2012-318
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DKH Date: 10/26/2012
City Attorney: Brian Head Date: 10-30-12
City Manager: R. Mark Rohr Date: 10-30-12
Board or Commission: Planning and Zoning Commission MDJ Date: 10/8/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 096-12: Near the Northwest corner of 18th Street and Connecticut Avenue – A request to rezone from District R-1 (Single-family Residential) to District R-2 PD (Two-family Residential – Planned Development) for future duplex development – David Frye.

STAFF SUMMARY:
The proposed rezoning and site plan are consistent with development patterns and policies of the City of Joplin. A site plan has been included with the report showing that 3 duplexes will be constructed with a common drive accessing 18th Street. The common drive will connect to an existing drive for already constructed duplexes fronting Connecticut Avenue. The duplexes will be identical to existing duplexes west of Connecticut Avenue between 18th and 20th Streets.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Ron Jones appeared representing David Frye, who was also present in the audience. They are requesting the rezoning of three lots between St. Louis and Connecticut Avenues to R-2-PD for construction of three duplexes. The areas to the north and south are already zoned R-2, as indicated by the City's master plan for the property along Connecticut.

Mr. Jones showed the commissioners some photographs of the units that are planned in this area. The duplexes are similar to the eight duplexes located on Connecticut just north of 20th Street.

Mr. Duncan asked if the access for the proposed duplexes comes off of Connecticut, and Mr. Jones replied that the access comes from 18th Street. He has discussed his plans with the Fire

Department and will provide a hammerhead turn-around at the dead-end where their emergency vehicles will have sufficient room to turn their equipment around.

Mr. Jones stated that Mr. Frye owns the three single-family homes to the west and the two duplexes to the east.

PUBLIC COMMENT:
Mr. David Frye appeared in favor of the request and explained that he owns the properties to the east and to the west of the property in this request. He stated that the property to the north is already zoned R-2. He has built properties on St. Louis Avenue to the south, along with 18 units on the west side of Connecticut Avenue. The residents of those duplexes are mostly retired individuals who are very good members of the community. He has invested $2 million in that neighborhood since the tornado and has been in the neighborhood for the last 12 years.

Z&P Meeting: October 8, 2012
City Council Meeting: November 5, 2012

STAFF PLANNING REPORT

CASE 096-12:

Petition the Council to rezone from District R-1 (Single-family Residential) to District R-2 PD (Two-family – Planned Development) for future duplex development.

APPLICANT:

David Frye

LOCATION:

Near the northwest corner of 18th Street and Connecticut Avenue

PRESENT ZONING:

R-1 (Single-family Residential)

REQUESTED ZONING:

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

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 140' x 300' (42,000 square feet or 0.96 acres)

FLOOD PLAIN

Zone X (Area of minimal flooding)

SITE	LAND USE	EXISTING ZONING
NORTH	Former duplexes	R-2 PD
SOUTH	Former Single-Family home	R-1
EAST	Duplexes	R-2 PD
WEST	Single-Family homes (under construction)	R-1

TRAFFIC CONDITIONS:

STREET(S) WITH ACCESS TO PROPERTY

18th Street

CLASSIFICATION OF STREET(S)

18th Street - Local

RIGHT-OF-WAY WIDTH

18th Street – 50'

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

No.

UTILITIES:

The property has utility connections.

CONSISTENT WITH FUTURE LAND USE MAP?

Yes.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suited for the development of duplexes.

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 future land use map shows medium-density residential for this location. The neighborhood contains a mix of duplexes and single-family homes, with duplexes concentrated along Connecticut Avenue and single-family homes fronting St. Louis Avenue.

DISCUSSION

The proposed rezoning and site plan are consistent with development patterns and policies of the City of Joplin. A site plan has been included with the report showing that 3 duplexes will be constructed with a common drive accessing 18th Street. The common drive will connect to an existing drive for already constructed duplexes fronting Connecticut Avenue. The duplexes will be identical to existing duplexes west of Connecticut Avenue between 18th and 20th Streets.

Staff recommends approval.

ENCLOSURES

Site plan and image of proposed duplexes

REZONING APPLICATION FORM

RECEIVED 9-6-12

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.: 096-12
Filing Fee: $ 350.00
Date Advertised: 9-23-12
Date Notices Sent: 9-25-12
Public Hearing Date: 10-8-12

APPLICANT: [illegible] PHONE: 417 438-[illegible]
ADDRESS: 2103 Hahnwy K, (PO Box 443) Seneca ZIP: 64865
OWNER: Tyler Smith Enterprise, LP PHONE: 417 438-2665
ADDRESS: PO Box 443, Seneca MO ZIP: 64865
LOCATION OF PROPERTY: 1804, 1806, 1808, 1810, 1812, 1812 S. Connecticut
LEGAL DESCRIPTION: See Attachment A1, A2, A3.

Present Zoning R1 Requested Zoning: R2 Acreage: 0.96
Present Use of Property: NONE - EMPTY

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	EMPTY	R2
South	13TH STREET	"
East	DUPLEXES	R2
West	RESIDENTIAL	R1

CHARACTER OF THE NEIGHBORHOOD: Duplexes along Connecticut & Single Family along St Louis

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: It backs up to existing duplexes

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. Attachment A1, A2, A3
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. Attachment B
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned N/A.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 18th Street
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: 50 ?
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? 300' by 140'
2. Properly Sized Street Right-of-Way? 50'
3. Drainage Easements? NO
4. Utility Easements:
   Electricity? NO
   Gas? NO
   Sewers? NO
   Water? NO
5. Additional Comments: TELEPHONE & CABLE ARE ABLE ALREADY IN PLACE @ THE WEST PROPERTY LINE.

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

PROPERTY IS PRESENTLY WITHOUT ACCESS FROM 18th

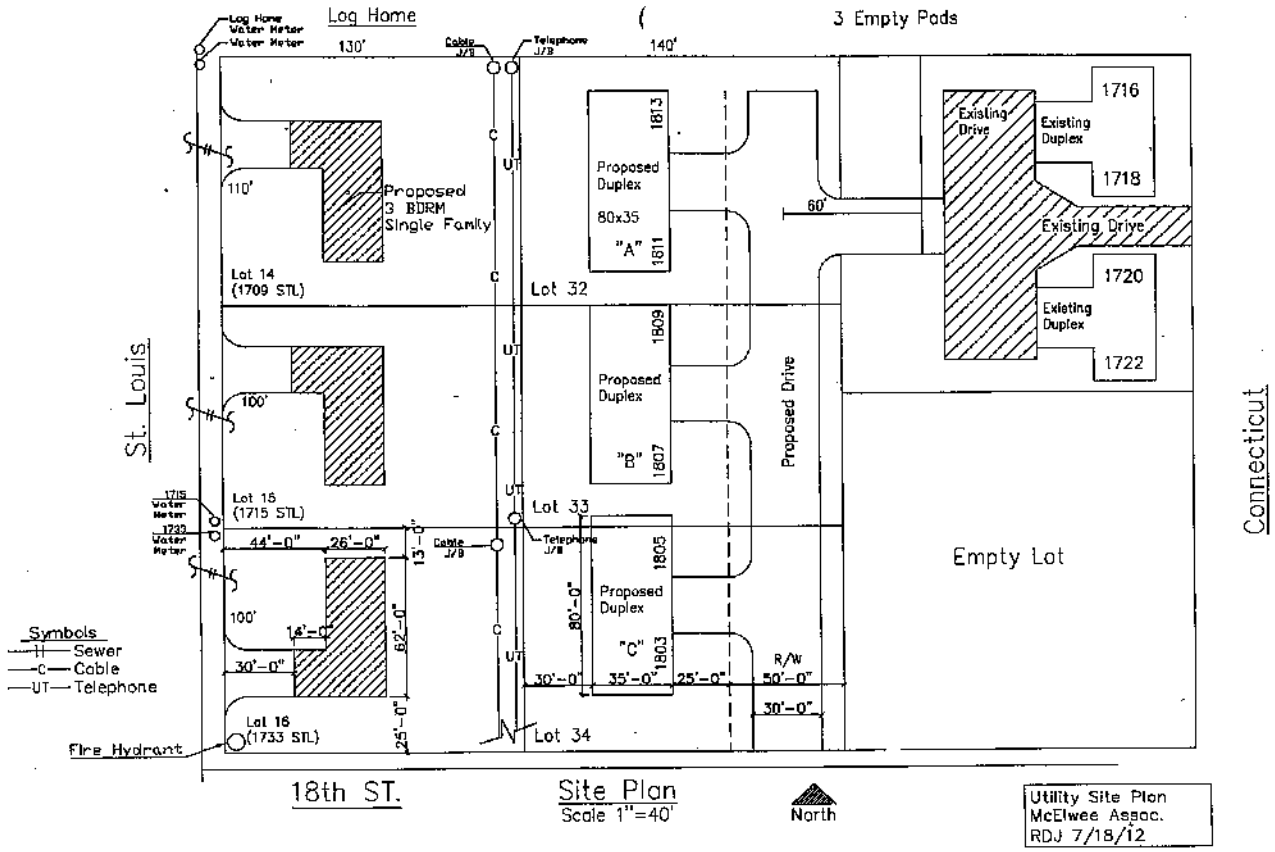
SIGNATURE: _____ DATE: 9-5-12

BY: David Fry

TITLE: Owner



C[illegible] 096-12: A request to rezone three properties from District R-1 (Single-family Residential) to District R-2 PD (Two-family Residential - Planned Development), located near the northwest corner of 18th Street and Connecticut Avenue for future duplex development. - David Frye


Log Home
Log Home Water Meter
Water Meter
130'
Cable J/B
Telephone J/B
140'
3 Empty Pads
1716
Existing Drive
Existing Duplex
1718
Existing Drive
1720
Existing Duplex
1722
Proposed 3 BDRM Single Family
110'
Lot 14 (1709 STL)
Proposed Duplex 80x35 "A"
1813
1811
60'
Lot 32
Proposed Duplex "B"
1809
1807
Proposed Drive
St. Louis
100'
Lot 15 (1715 STL)
1715 Water Meter
1723 Water Meter
Lot 33
Empty Lot
Connecticut
44'-0"
26'-0"
13'-0"
Cable J/B
Telephone J/B
Proposed Duplex "C"
1805
1803
80'-0"
100'
16'-0"
62'-0"
30'-0"
35'-0"
25'-0"
R/W 50'-0"
30'-0"
Lot 16 (1733 STL)
25'-0"
Lot 34
Fire Hydrant
Symbols
Sewer
C Cable
UT Telephone
18th ST.
Site Plan
Scale 1"=40'
North
Utility Site Plan
McElwee Assoc.
RDJ 7/18/12



Case 096-12: Near the Northwest corner of 18th Street and Connecticut Avenue – A request to rezone from District R-1 (Single-family Residential) to District R-2 PD (Two-family Residential – Planned Development) for future duplex development – David Frye.

Mr. Harrington opened the public hearing for Case 096-12.

Mr. Ron Jones appeared representing David Frye, who was also present in the audience. They are requesting the rezoning of three lots between St. Louis and Connecticut Avenues to R-2-PD for construction of three duplexes. The areas to the north and south are already zoned R-2, as indicated by the City's master plan for the property along Connecticut.

Mr. Jones showed the commissioners some photographs of the units that are planned in this area. The duplexes are similar to the eight duplexes located on Connecticut just north of 20th Street.

Mr. Duncan asked if the access for the proposed duplexes comes off of Connecticut, and Mr. Jones replied that the access comes from 18th Street. He has discussed his plans with the Fire Department and will provide a hammerhead turn-around at the dead-end where their emergency vehicles will have sufficient room to turn their equipment around.

Mr. Jones stated that Mr. Frye owns the three single-family homes to the west and the two duplexes to the east.

Mr. Harrington asked for comments from the audience.

Mr. David Frye, Seneca, Missouri, appeared in favor of the request and explained that he owns the properties to the east and to the west of the property in this request. He stated that the property to the north is already zoned R-2. He has built properties on St. Louis Avenue to the south, along with 18 units on the west side of Connecticut Avenue. The residents of those duplexes are mostly retired individuals who are very good members of the community. He has invested $2 million in that neighborhood since the tornado and has been in the neighborhood for the last 12 years.

Mr. Harrington asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 096-12.

MR. SMITH MOVED, SECONDED BY MR. EASTMAN, THAT CASE 096-12 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. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 096-12
David Frye
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-318 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2-PD property as described below and located near the northwest corner of 18th Street and 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 R-1 and including same in District R-2-PD:

All of the West 140 feet of Lot Numbered Thirty-Two (32) in Bankers Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, AND All of the West 140 feet of Lot Numbered Thirty-Three (33) in Bankers Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, AND All of the West 140 feet of Lot Numbered Thirty-Four (34) in Bankers Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2012.

ATTEST: Melodee Colbert-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 5, 2012

Item: RESOLUTION NO. 2012-027
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DKH Date: 10/26/2012
City Attorney: Brian Head Date: 10-30-12
City Manager: R. Mark Rohr Date: 10-30-12
Board or Commission: Planning and Zoning Commission MDW Date: 10/8/2012

Recommended Action: Planning and Zoning Commission recommended approval for a permanent Special Use Permit by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 097-12: 2023 South Joplin Avenue – A request for a permanent Special Use Permit (First Request) for the development of a parking lot – Brothers, Taylor & Bezold.

STAFF SUMMARY:
The applicant is requesting a special use permit for the development of a parking lot. The parking lot will serve an existing commercial-office building that is expanding.

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

1. This Special Use Permit is issued to Brothers, Taylor & Bezold for the construction of a parking lot at 2023 South Joplin Avenue.
2. The term of this permit is to be permanent.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Dr. Dennis Bezold appeared representing Brothers, Taylor & Bezold. They are seeking to expand their facility and to construct a parking lot on the property in this request to accommodate an expansion of their facility at the corner of 20th Street and Joplin Avenue.

Mr. Duncan asked if the parking lot will be accessed through the alley, and Dr. Bezold replied that the lot will be accessed to the alley.

Mr. Duncan asked if people will come through the alley, and Dr. Bezold replied that the parking lot will be more for employees than for the public. The parking lot to the north of the building was expanded for customers.

PUBLIC COMMENT:
None.

Z&P Meeting: October 8, 2012
City Council Meeting: November 5, 2012

STAFF PLANNING REPORT

CASE 097-12:

Petition the Council for a Special Use Permit (1st Request) for a parking lot.

APPLICANT:

Brothers, Taylor & Bezold

LOCATION:

2023 S. Joplin Avenue

PRESENT ZONING:

R-3 (Apartment House district)

PRESENT USE OF PROPERTY:

Vacant lot

PROPOSED LAND USE ACTIVITY:

Parking lot

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 50' x 120' (6,000 square feet or .14 acres)

	LAND USE	EXISTING ZONING
NORTH	Parking lot & office building	C-1 & C-3
SOUTH	Vacant lot (former single-family home)	R-3
EAST	Commercial/retail	C-3
WEST	Vacant lot (former single-family home)	R-1

TRAFFIC CONDITIONS:

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

The proposed parking lot will be accessed through an existing 20' wide alley to the east.

IS OFF STREET PARKING PROVIDED?

Yes, Special Use Permit is for a parking lot.

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 a parking lot. The parking lot will serve an existing commercial-office building that is expanding.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Brothers, Taylor & Bezold for the construction of a parking lot at 2023 S. Joplin Avenue.
2. The term of this permit is to be permanent.
3. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
4. Any other conditions set by the City Council of the City of Joplin.

ENCLOSURES:

Site plan and landscape plan

CITY OF JOPLIN, MISSOURI

SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case No.: 097-12
Filing Fee: _____
Date Advertised: 9-23-12
Date Notices Sent: 9-25-12
Public Hearing Date: 10-8-12

Return Form To:
Planning and Community Development Manager
City of Joplin
602 South Main Street
Joplin, MO 64801
417-624-0820 Ext. 511
FAX 417-625-4738

APPLICANT: BROWER, TAYLOR & BEROLD PHONE: 417-624-5005

ADDRESS: 2013 S. Joplin St, Joplin, MO ZIP: 64804

OWNER: DENNIS BEROLD PHONE: 624-5005

ADDRESS: _____ ZIP: _____

LOCATION OF PROPERTY: 2023 S. Joplin St, Joplin, MO

LEGAL DESCRIPTION: attached

PRESENT ZONING CLASSIFICATION: R-3 ACREAGE: _____

PRESENT USE OF PROPERTY: vacant

PROPOSED LAND USE ACTIVITY: Parking

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	vacant	C-1
South	vacant	
East	commercial	
West	residential	

	Yes	No
Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.		
1. Is deemed necessary for the public convenience at that location.	X	

	Yes	No
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	X	
3. Is found to be generally compatible with the neighborhood in which it is proposed.	X	
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.	X	
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.	X	
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.	X	

Should this special use be valid only for a specific time period? Yes _____ No X

If Yes, what length of time? _____

SIGNATURE: _____ DATE: 09.14.2012

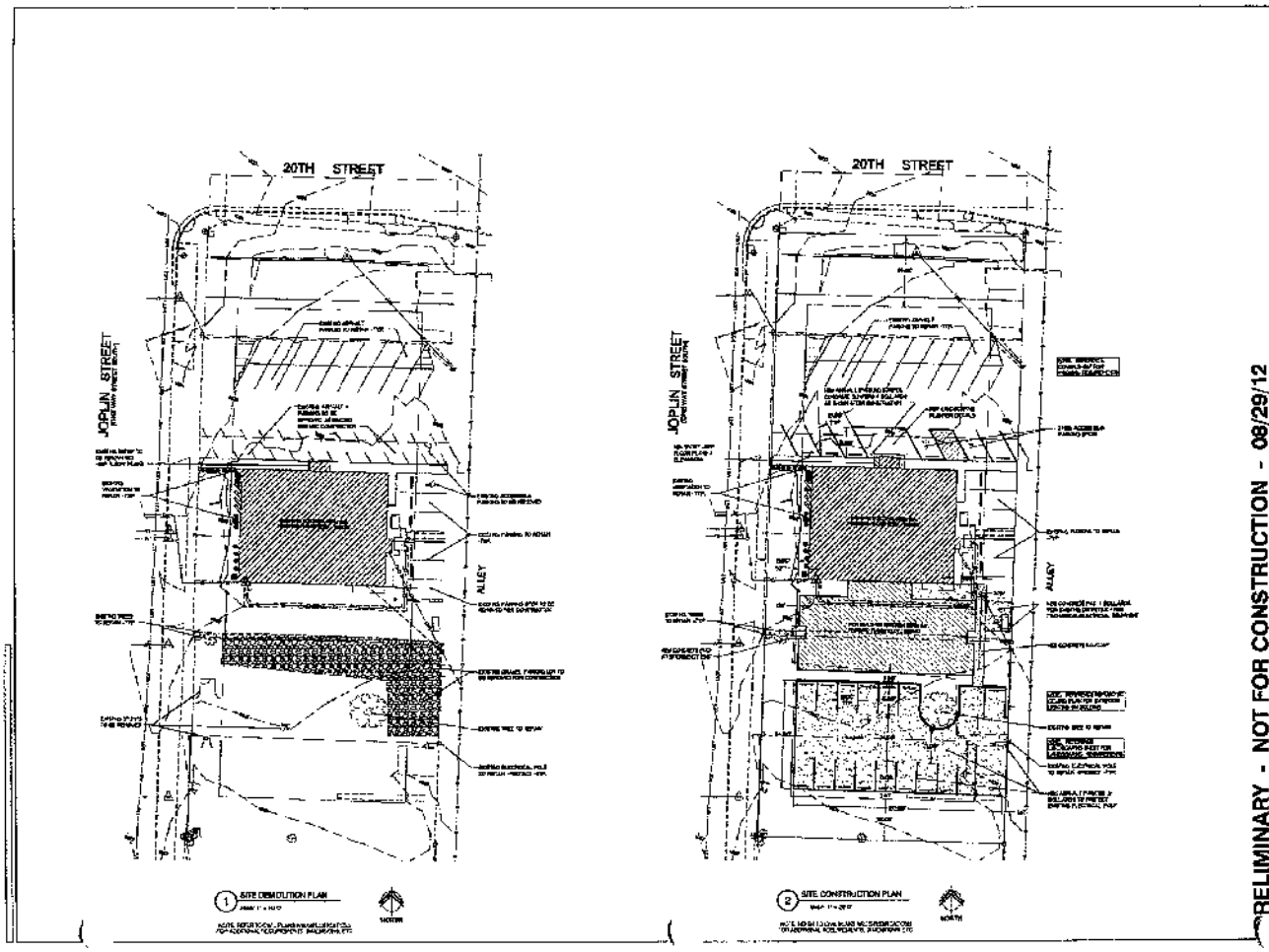
BY: DENNIS BEARD TITLE: OWNER

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 affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. Ten copies of a site plan (drawn to a scale of 100 feet or less; the inch) that meets all ordinance requirements for the property on which the use is to be located, showing:
   a) structures
   b) boundary lines with dimensions and bearings,
   c) streets,
   d) easements,
   e) parking lot layout,
   f) internal traffic flow,
   g) points of ingress/egress,
   h) landscaping,
   i) setbacks, and
   j) detention, if required.

[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.]

SITE PLAN



CGA

Cosmo Geier & Associates, Inc.
P.A.C. Ltd.
Joint Venture
LA13.55.1.0
LA17.04.1.0

– PRELIMINARY
NOT FOR CONSTRUCTION,
PERMITTING,
PURPOSES, OR
IMPLEMENTATION

DATE 08/29/12
ARCH. SEAL NUMBER & RENEWAL

DA [illegible]

REV NO	REV DATE	REVISION DESCRIPTION

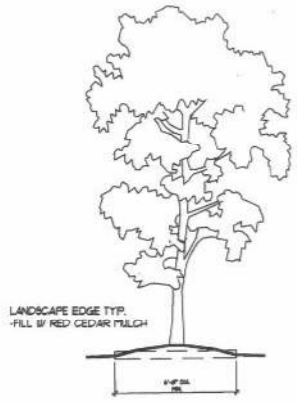
A BUILDING RENOVATION & ADDITION
BROTHERS, BEZOLD & ASSOCIATES
2013 Joplin Ave
Joplin, Missouri

ISSUE DATE
--- , 2012

SHEET
ARCH.
SITE PLAN

SHEET NO.
AS101

PRELIMINARY - NOT FOR CONSTRUCTION - 08/29/12

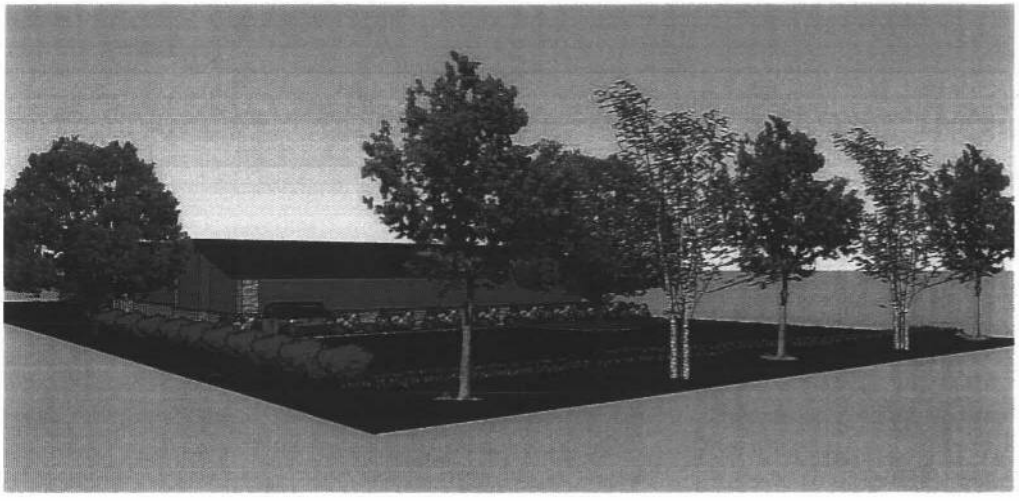


TREE LANDSCAPE DETAIL
NOT TO SCALE

LANDSCAPE LEGEND		QUANTITY
A.	WHITE OAK	3
B.	YELLOW BIRCH	2
C.	BURNING BUSH	7
D.	BUTTERFLY WEED	7
E.	FIRE POWER NANDINA	7
F.	FOUNTAIN GRASS	7
G.	HELIOTROPE	16
H.	RUSSIAN SAGE	18
I.	SHOWY GOLDENROD	18
J.	INNA	17

NOTE:
- ALL GRASS SEEDING & SODDING BY OWNER
- PLANT & TREE SIZE IN ACCORDANCE TO CITY REQUIREMENTS







C 097-12: A request for a permanent Special Use Permit (1st request) for a property located at 2023 S. Joplin Avenue for the development of a parking lot. - Brother, Taylor & Bezold

N

Case 097-12: 2023 South Joplin Avenue – A request for a permanent Special Use Permit (First Request) for the development of a parking lot – Brothers, Taylor & Bezold.

Mr. Harrington opened the public hearing for Case 097-12.

Dr. Dennis Bezold appeared representing Brothers, Taylor & Bezold. They are seeking to expand their facility and to construct a parking lot on the property in this request to accommodate an expansion of their facility at the corner of 20th Street and Joplin Avenue.

Mr. Duncan asked if the parking lot will be accessed through the alley, and Dr. Bezold replied that the lot will be accessed to the alley.

Mr. Duncan asked if people will come through the alley, and Dr. Bezold replied that the parking lot will be more for employees than for the public. The parking lot to the north of the building was expanded for customers.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 097-12.

MR. CORTEZ MOVED, SECONDED BY MR. LANDRITH, THAT CASE 097-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A PERMANENT SPECIAL USE PERMIT TO BE ISSUED TO BROTHERS, TAYLOR & BEZOLD, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 097-12
Brothers, Taylor & Bezold
(P & Z Recommended Approval)

RESOLUTION NO. 2012-027

A RESOLUTION granting a Special Use Permit (First Request) to Brothers, Taylor & Bezold for a parking lot located at 2023 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on October 8, 2012, recommended that a Special Use Permit be granted to Brothers, Taylor & Bezold for a parking lot located at 2023 South Joplin Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on November 5, 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 Brothers, Taylor & Bezold for a parking lot located in the City of Joplin, Missouri, on the following described real estate, to-wit:

All of Lot Numbered Fifty-Four (54) in Schifferdecker's First Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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 Brothers, Taylor & Bezold for the construction of a parking lot at 2023 South Joplin Avenue.

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

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

4. 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 Brothers, Taylor & Bezold, 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

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: November 5, 2012

ITEM: Resolution No. 2012-028 expressing desire to participate as part of coalition for application to EPA for the FY13 Brownfields Assessment Grant.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Resolution No. 2012-028

HEALTH DIRECTOR:	Dan Pekarek	**DATE:** 10/29/12
CITY MANAGER:	R. Mark Rohr	**DATE:** 10-30-12
CITY ATTORNEY:	Brian W. Head	**DATE:** 10/29/12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 10/29/12

RECOMMENDED ACTION:
Staff recommends approval of this Resolution.

SUMMARY:

The Missouri Department of Natural Resources has indicated a desire to apply for an EPA Brownfields Assessment Grant on behalf of several entities in the state including as a partner, the City of Joplin. Brownfields Assessment grants provide funds to inventory, characterize, assess, and conduct planning (including cleanup planning) and community involvement related to brownfield sites.

In this case, MDNR envisions that there may be properties in Joplin that were damaged or destroyed in the May 22nd tornado that may also have received environmental contamination, or perceived contamination as a result of the damage, and this could preclude or hinder the redevelopment of the property. This grant would fund the environmental assessments to be conducted on these properties to determine if contamination issues exist, thus eliminating this cost to the property owner. The hope is that this potential barrier to redevelopment could be removed so development can more quickly occur.

MDNR is asking several local entities across the state in areas that received damage from natural disasters recently to participate as partners in the coalition applying for the grant. MDNR will act as applicant and administrator of the grant. The city's primary roles will be to aid in the provision of certain local information necessary for the grant application, aid in identifying potential assessment sites in the community, and work with various community organizations to provide information about the grant to the community.

This resolution expresses the city's interest in participating as a partner in the grant and allows the city to express such interest in a letter of support for the grant.

Resolution No. 2012-028

A RESOLUTION expressing desire to participate as part of a coalition for Missouri Department of Natural Resources (MDNR) application to the Environmental Protection Agency for the FY13 Brownfields Assessment Grant.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to significant areas of the City of Joplin; and,

WHEREAS, environmental contamination of damaged properties may have occurred during the destruction of the properties during the tornado; and,

WHEREAS, the US EPA operates the Brownfields Assessment Grant program aimed at providing funding for environmental assessments for eligible properties damaged in such catastrophic events or available elsewhere in community; and,

WHEREAS, damage from the tornado included various commercial, industrial, school, city government, hospital and other properties that may be considered eligible entities for the Brownsfields Assessment Grant program; and,

WHEREAS, the MDNR has expressed a desire to apply for such grant as a partner with the City of Joplin and others; and,

WHEREAS, it is the desire of the Council to participate as a partner in the coalition to apply for such grant.

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

Section 1. That the Council of the City of Joplin, Missouri, does hereby express its desire to participate as a coalition partner with the MDNR for application to EPA for the FY13 Brownfields Assessment Grant.

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI,

this _____ day of _____, 2012.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 5, 2012

Item: RESOLUTION NO. 2012-029
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Letter of Recommendation
2) Copy of Resolution

Airport Manager:	Steve Stockam	Date: 10-30-12
Department Head:	David Hertzberg	Date: 10/30/12
Finance Department:	Leslie Jones	Date: 10-30-12
City Attorney:	Brian Head	Date: 10/30/12
City Manager:	Mark Rohr	Date: 10-30-12

Recommended Action: Approval of a Letter of Recommendation to the Department of Transportation (DOT) recommending that American Airlines be awarded the Essential Air Service (EAS) Contract for Joplin Regional Airport.

Summary: The DOT issued Order 2012-9-15 (September 12, 2012) soliciting proposals from carriers to provide EAS at Joplin, MO, for a new contract period beginning March 1, 2013. In response to that Order the DOT received only one proposal, from American Airlines (American).

American proposes to maintain its existing service level at Joplin for an additional two years, through February 28, 2015, by providing two daily (14 weekly) nonstop round trips to Dallas/Fort Worth International Airport. Service would be provided by American's subsidiary, American Eagle, using 50-seat CRJ-200 or EMB-145 regional jets. Please note that American has requested that the Department and Joplin waive the right to hold-in American should it wish to end service, and instead agree to a 120-day notice to terminate service with no hold-in provision. American would require an annual subsidy of $342,560 to provide this service.

Staff recommends a Letter of Recommendation to the DOT endorsing the proposal of American Airlines to provide American Eagle service at Joplin for the next two year EAS cycle.



602 S. Main Street
Joplin, MO 64801
417-623-0262
Fax 417-625-4714
E-mail: sstockam@joplinmo.org

November 5, 2012

Dennis J. DeVany
Chief, Essential Air Service Division, X-53
Office of Aviation Analysis
U.S. Department of Transportation
1200 New Jersey Avenue, SE, 8th Floor
Washington, D.C. 20590

Reference DOT-OST-2006-23932

Dear Dennis,

The City of Joplin, Missouri is pleased to provide in this letter its comments on the pending Essential Air Service RFP regarding our local air service.

The last two years have been exceptional for Joplin air service. American Eagle replaced Great Lakes as our local airline in February of 2011. In 2010, the last full year of Great Lakes service, we generated about 7,800 O&D passengers. In the first full 12 months of American Eagle service (March 2011 to February 2012) we generated over 53,000 O&D passengers, an increase of about 600%!

We are very pleased with American Eagle service and are working with that carrier to improve that service. We are gratified that Eagle is proposing for this bid cycle a dramatic reduction in subsidy need from $2,778,756 per year to only $342,559 per year.

Based on those numbers Joplin is well on its way to attaining its goal of supporting subsidy free air service. We appreciate the efforts the Department has made to support us as the air service landscape around us changed during the past decade. We wholeheartedly endorse the proposal of American Airlines to provide American Eagle service at Joplin for the next two year EAS cycle.

We accept American's proviso that 50-seat regional jet equipment types may vary and that either American Eagle or SkyWest (operating as American Eagle) may operate Joplin's AA coded flights. We do hope the carrier will ensure we receive as many 50-seat flights as possible in order to accommodate our growing traffic demand. We do note that the carrier's bid document specifies the 50-seat ERJ-145.

As was the case for the first two year EAS cycle with American, Joplin waives the right to hold-in American Eagle (after 120 day notice of termination) should the carrier wish to exit the market. We are confident that will not occur and look forward to a continued long and successful relationship with American.

Best regards,

Steve Stockam
Airport Manager

RESOLUTION NO. 2012-029

A RESOLUTION authorizing the submission of a Letter of Recommendation to the Department of Transportation (DOT) recommending that American Airlines be awarded the Essential Air Service (EAS) Contract for Joplin Regional Airport.

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

Section 1. The DOT issued Order 2012-9-15 (September 12, 2012) soliciting proposals from carriers to provide EAS at Joplin, MO, for a new contract period beginning March 1, 2013. In response to that Order the DOT received only one proposal, from American Airlines (American).

Section 2. That the City hereby issues a Letter of Recommendation to the DOT endorsing the proposal of American Airlines to provide American Eagle service at Joplin for the next two year EAS cycle.

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: November 5, 2012
ITEM: Council Bill No. 2012-019 approving a Real Estate Contract between the City of Joplin and the Joplin Redevelopment Corporation.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2012-019; Agreement

DEPARTMENT HEAD:	Brian W. Head BH	Date: 11/1/12
PLANNING & C.D. MGR:	Troy Bolander T.B	Date: 11/1/12
FINANCE DEPARTMENT:	Leslie Jones LJ	Date: 11/1/12
PUBLIC WORKS DEPT:	David Hertzberg DH	Date: 11-1-12
CITY MANAGER:	R. Mark Rohr RMR	Date: 11-1-12

INTRODUCTION:

This Council Bill approves a Real Estate Contract between the City of Joplin and the Joplin Redevelopment Corporation for the sale of land generally located northeast of the intersection of 20th and Connecticut Streets.

DISCUSSION:

The attached Council Bill is a Real Estate Contract between the City of Joplin and the Joplin Redevelopment Corporation ("JRC") for the sale of land generally located northeast of the intersection of 20th and Connecticut Streets. The purpose of the sale is so that the land can be owned by the JRC which is a requirement for a federal funds grant that is currently in the application process for the potential development of the site as a future museum complex.

The proposed sale to the JRC is based on appraised values for the properties. Tract 1 has an appraised value of $73,000.00. Tract 2 has an appraised value of $9,520.00 Tract 3 has an appraised value of $95,000.00.

RECOMMENDATION:

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

PCE:ab
attachments

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2012, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, (hereinafter referred to as the **"Seller" or "City"**), and Joplin Redevelopment Corporation, Inc., an urban redevelopment corporation organized under the Missouri Urban Redevelopment Corporations Law, (hereinafter referred to as the **"Buyer" or "JRC"**).

WITNESSETH:

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

Tract 1

"All of Lot Numbered Forty-seven (47), EXCEPT the South 65 feet, all of Lot Numbered Forty-eight (48), and the South One-half (S ½) of Lot Numbered Fifty (50) in BANKER'S THIRD ADDITION, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT that part taken or deeded as street Right-of-Way for Connecticut Avenue AND All of the South 65 feet of Lot Numbered Forty-seven (47) in BANKER'S THIRD ADDITION, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT that part taken or deeded as street Right-of-Way for Connecticut Avenue. The property is more commonly known as 1803/1807 Connecticut Avenue, zoned R-2, approximately 50,000 square feet."

Tract 2

"All of the South 90 feet of Lot Numbered Forty-five (45), EXCEPT the East 158.0 feet of the South 90 feet thereof, in BANKER'S THIRD ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT all of the West 30.0 feet of the aforementioned tract. The property is more commonly known as 1901 Connecticut Avenue, zoned R-1, approximately 7,380 square feet."

Tract 3

"All of Lot Numbered Forty-two (42) and the South 50 feet of Lot Numbered Forty-three (43), in BANKER'S THIRD ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT that part taken or deeded as street Right-of-Way, AND EXCEPT that part described as: Beginning at the northwest corner of the above described tract, thence South 87°52'52" East along the north line of said tract, a distance of 10.0 feet, thence South 02°01'49" West, parallel with the west line of said tract, a distance of 43.18 feet to a curve to

the left having a radius of 80.00 feet, thence along said curve an arc distance of 128.36 feet to a point of cusp, said point being on the present north right-of-way line of 20th Street, thence North 89°56'28" West along said right-of-way line, a distance of 83.0 feet, thence continuing along said right-of-way line North 24°32'46" West, a distance of 21.78 feet to the east right-of-way line of Connecticut Avenue, thence North 02°01'49" East along said right-of-way line, a distance of 106.53 feet to the Point of Beginning. The property is more commonly known as 1901 E 20th Street, zoned C-1, approximately 12,131 square feet."

2. PURCHASE PRICE. The purchase price to be paid by the Buyer therefor is One Hundred Seventy Seven Thousand Five Hundred Twenty Dollars ($177,520.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at the offices of Abbey Title Company, Joplin, Missouri, 2902 Arizona Ave., Joplin, MO, on or before May 1, 2013, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all recording fees and closing costs.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing. Seller shall remove all personal possessions for the structure that is located on the back of the property on or before the date of closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does **not**

make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

9. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

10. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

2. Execute, acknowledge and deliver to Buyer such documentation as may be reasonably required to confirm the power and authority of the Seller to execute and deliver this Contract and all other documents necessary or advisable to consummate the transactions contemplated under this Contract.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the Seller for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

11. DEFAULT.

a) Seller's Breach: If all conditions precedent to said closing have been satisfied, and Seller refuses to close, then Seller shall pay unto Buyer, all Buyer's reasonable out-of-pocket costs associated with the purchase, such as surveying, engineering, etc., and Buyer shall have no further recourse against Seller.

b) Buyer's Breach: If Buyer fails to perform its obligations under this Contract, after all conditions precedent have been satisfied, the Buyer shall pay unto Seller, its out-of-pocket expenses such as title work, surveying, engineering, etc., and Seller shall have no recourse.

12. SURVIVAL. Seller's and Buyer's representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the date of closing with the same force and effect as if made at the time. Each Party's covenants, warranties, and representations shall survive closing and shall not be affected by delivery of deed or any other closing documents or by any investigation, verification or approval by Buyer or by anyone on behalf of Buyer.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT ON COUNCIL APPROVAL. This Agreement is contingent on approval from the Joplin City Council, which shall be sought within thirty (30) days from the execution of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

"SELLER"

City of Joplin Missouri, a Municipal Corporation

By_____
R. Mark Rohr, City Manager

Attest:

By_____
Barbara Hogelin, City Clerk

Approved as to Form:

By_____
Brian W. Head, City Attorney

"BUYER"

JOPLIN REDEVELOPMENT CORPORATION, INC.,
an Urban Redevelopment Corporation organized under the Missouri Urban Redevelopment Corporations Law

By: _____
Name:_____
Title:_____

Attest:

By_____


1725
1913
1919
1941
E 18TH ST
1802
1912 1914
1801
1918
1924
1806
1812 1810
CONNECTICUT AVE
1832 1830
1825
1842 1840
1912 1910
1902
1907
1901
1915
1917
1919
E 20TH ST
2001 #A
2001 #B
1930 #A1
1930 #B7
Legend
Address Points
Joplin Streets
City Owned Lots
Jasper Parcels

COUNCIL BILL NO. 2012-019 ORDINANCE NO.

AN ORDINANCE approving a Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Redevelopment Corporation, Inc., for the sale of real estate located generally at the Northeast (NE) corner of the intersection of 20th Street and Connecticut in Joplin, Missouri; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Redevelopment Corporation, Inc., whereby the City will sell three (3) tracts of real estate located generally at the Northeast (NE) corner of the intersection of 20th Street and Connecticut Street, a true and accurate copy of said Contract, 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 Contract, by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing with the immediate preservation of public health and a public improvement, is an emergency within the meaning of Sections 2.12(1) and (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2012, by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 5, 2012
Council Bill No. 2012-168

Item: Purchase of Property for Widening of Maiden Lane 9th – 30th
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2012-168

Engineering Department: Jack Schaller JS	Date: 10-29-12
Department Head: David Hertzberg DH	Date: 10/29/12
Finance Department: Leslie Jones LJ	Date: 10-30-12
City Attorney: Brian Head ~~BH~~	Date: 10-30-12
City Manager: Mark Rohr MR	Date: 10-30-12

Recommended Action: Purchase of Right of Way at 1505 & 1515 W. 10th Street from John Haik Trust for the Maiden Lane Widening from 9th Street to 30th Street project..

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way from the described property located at 1505 & 1515 W. 10th Street. This acquisition will be the 52nd of 67 parcels.

Discussion: Staff has reached an agreement with Haik Trust for Thirty-eight Thousand Dollars, ($38,000.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $38,000.00 for the purchase of the described right of way at 1505 & 1515 W. 10th Street.

CB2012-168



1 inch = 50 [illegible]

COUNCIL BILL NO. 2012-168 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way from property at 1505 & 1515 W. 10th Street, consisting of part of Lot 51 in BYER'S MURPHY'S AND CONNOR'S FIRST ADDITION, to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Thirty-Eight Thousand and 00/100 dollars ($38,000.00) and containing an emergency clause.

WHEREAS, John Haik Trust is the legal owner of property at 1505 & 1515 W. 10th Street, consisting of part of Lot 51 in BYER'S MURPHY'S AND CONNOR'S FIRST ADDITION, to the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2011-2012 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at1505 & 1515 W. 10th Street, described herein.

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

Section 1. That the City of Joplin approve the purchase of a right of way at 1505 & 1515 W. 10th Street, consisting of:

New Right of Way:

A tract of land being a part of Lot 51 in Byers, Murphy and Conner's First Addition and described as beginning at the Northwest corner of said Lot 51, thence South 88°07'58" East, along the North line of said Lot 51, 21.96 feet; thence South 00°11'11" East, 120.61 feet; thence South 35°38'19" East, 23.78 feet to the intersection of the North line of 10th Street; thence North 72°57'53" West, along the North line of said roadway, 42.36 feet to the Southwest corner of said Lot 51; thence North 01°55'25" East, 128.31 feet to the Point of Beginning.

Section 2. That the City of Joplin authorize placing $38,000, in escrow for the purchase of right of way at 1505 & 1515 W. 10th Street. Payment will be made from account #145-4565-520-8105 Project TC0506.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2012-168 ORDINANCE NO.

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

_____, 2012 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 5, 2012
Council Bills No. 2012-169
Item: Joplin Creek Wastewater Collection System Improvements Phase IV
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Bid Summary
3) Council Bill No. 2012-169

Department Head: David Hertzberg DH Date: 10/30/12
Engineering Department: Jack Schaller JS Date: 10-30-12
Finance Department: Leslie Jones LJ Date: 10-30-12
City Attorney: Brian Head BH Date: 10/30/12
City Manager: Mark Rohr MR Date: 10-30-12

Recommended Action: 1) Approval of an Award of Contract with Rosetta Construction LLC in the amount of $ 496,383.00 for the Joplin Creek Wastewater Collection Improvements Phase 4.

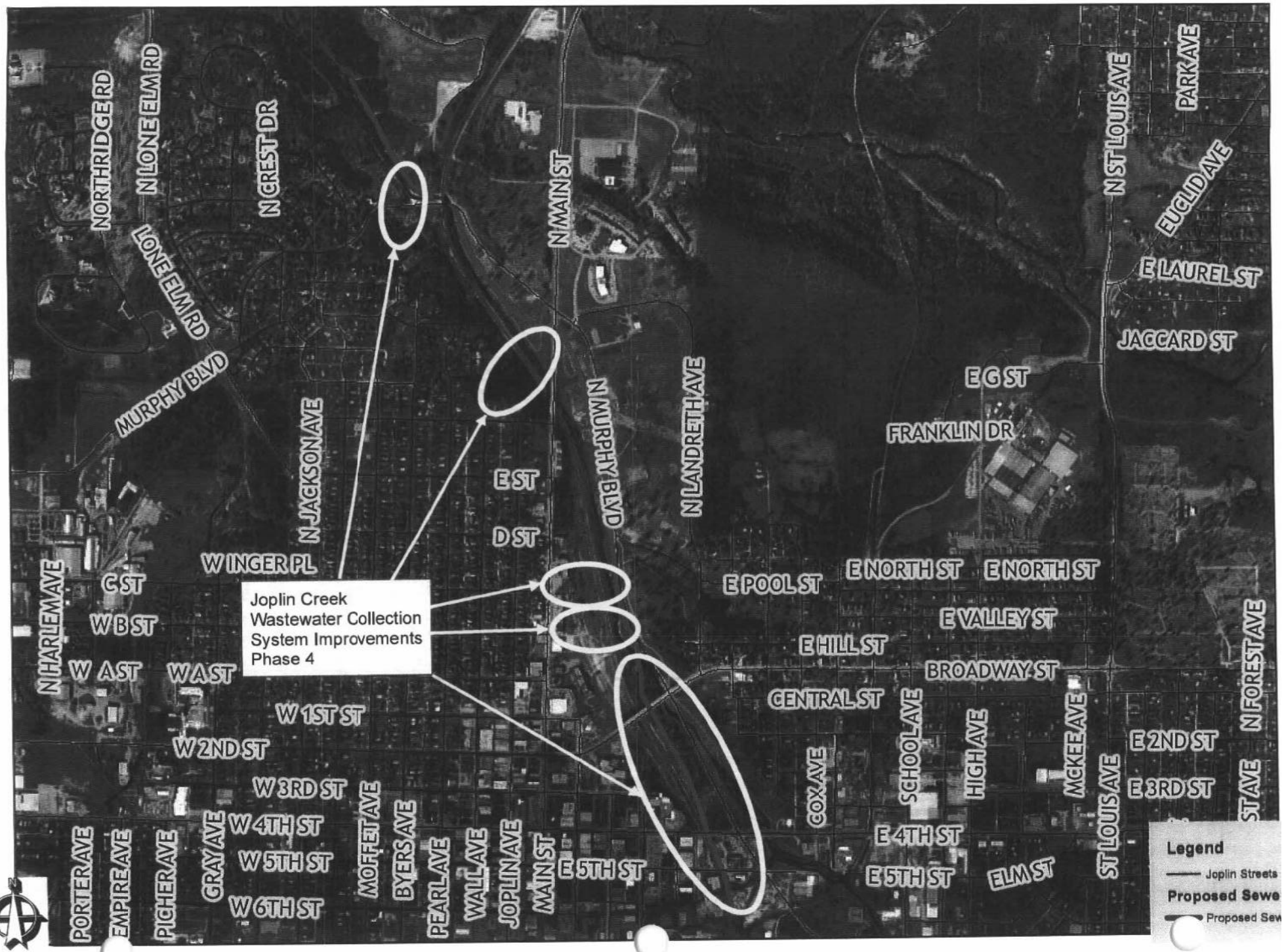
Background: The Joplin Creek Public sewer line is a 30 inch clay pipe functioning as an interceptor for the Joplin Creek basin. Approximately 4,300 acres of the City are served by the Joplin Creek Public interceptor line which was last improved in the 1970's. City staff has identified the need for increasing capacity in the existing system to reduce overflows and to comply with requirements stipulated in the City of Joplin's sanitary sewer permit.

Discussion: Allgeier Martin & Associates, Inc. prepared the design plans and specifications for the project. The project consists of rehabilitation of 1,144 L.F. of 12-inch diameter gravity sewer utilizing cured-in-place pipe (CIPP), the rehabilitation of 90 L.F. of 24-inch, 2,680 L.F. of 27-inch and 298 L.F. of 30-inch diameter gravity sewer utilizing either the installation of CIPP or the slip lining of the existing pipe with closed profile PVC pipe and the rehabilitation of 2 manholes utilizing a cementitious liner.

A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of 1 day. Four firms submitted bids and only one of the four included a bid for Phase IV which were opened on September 18, 2012. Phases 1-3 of this project were passed by council on October 1, 2012. The bid was under the engineers estimate.

The low bid for this project was $496,383.00 submitted by Rosetta Construction LLC.

Recommendation: Staff recommends that a contract be awarded to Rosetta Construction LLC in the amount of $496,383.00 for the Joplin Creek Wastewater Collection System Improvements Phase 4.


Joplin Creek
Wastewater Collection
System Improvements
Phase 4
NORTHRIDGE RD
N LONE ELM RD
N CREST DR
LONE ELM RD
MURPHY BLVD
N JACKSON AVE
N MAIN ST
N MURPHY BLVD
N LANDRETH AVE
N ST LOUIS AVE
PARK AVE
EUCLID AVE
E LAUREL ST
JACCARD ST
E G ST
FRANKLIN DR
E ST
D ST
W INGER PL
C ST
W B ST
N HARLEM AVE
W A ST
E POOL ST
E NORTH ST
E NORTH ST
E VALLEY ST
E HILL ST
BROADWAY ST
CENTRAL ST
W 1ST ST
W 2ND ST
W 3RD ST
W 4TH ST
W 5TH ST
W 6TH ST
PORTER AVE
EMPIRE AVE
PICHER AVE
GRAY AVE
MOFFET AVE
BYERS AVE
PEARL AVE
WALL AVE
JOPLIN AVE
MAIN ST
E 5TH ST
COX AVE
SCHOOL AVE
HIGH AVE
MCKEE AVE
ST LOUIS AVE
E 2ND ST
E 3RD ST
N FOREST AVE
ST AVE
E 4TH ST
E 5TH ST
ELM ST
Legend
Joplin Streets
Proposed Sewe
Proposed Sew
1 inch = 1,200 feet

Date: 10/24/20

Allgeier, Martin and Associates, Inc.
7231 E. 24th Street
Joplin, MO 64804
417.680.7200 Fax: 417.680.7300

Joplin Creek Wastewater Collection System Improvements
Phases 1, 2, 3, 4
September 18, 2012

City of Joplin, MO
Dept. of Public Works
602 S. Main Street
Joplin, MO 64801
417.624.0820 Fax: 417.625.4738

	Bid Opening September 18 - 2:00 p.m.				Bid Opening September 18 - 3:00 p.m.	
	Phase 1 Bid Amount	Phase 2 Bid Amount	Phase 3 Bid Amount	Ph 1, 2, 3 Total	Phase 4 Bid Amount	Phase 4 Alt. Bid Amt.
Branco Enterprises, Inc. Neosho, MO	$	$	$	$	$	$
Crossland Heavy Contractors Columbus, KS	$	$	$	$	$	$
Polston Construction, Inc. Lamar, MO	$622,559	$1,398,422.50	$429,658	$2,350,639.50	$	$
Redford Construction, Inc. Raymore, MO	$453,747	$794,420	$538,523	$1786,690	$	$
Ridge Hill Contractors, Inc. Nixa, MO	$	$	$	$	$	$
Rosette Construction, LLC Springfield, MO	$412,838	$733,646	$426,971	$1,573,455	$765,163	$496,383
SAK Construction, LLC O'Fallon, MO	$	$	$	$	$	$
Southard Construction Co. Joplin, MO	$	$	$	$	$	$
Sprouls Construction Lamar, MO	$378,949	$922,037	$603,299	$1898,285	$	$
_____	$	$	$	$	$	$
_____	$	$	$	$	$	$
_____	$	$	$	$	$	$

COUNCIL BILL NO. 2012-169 ORDINANCE NO.

AN ORDINANCE approving the contract with Rosetta Construction LLC in the amount of Four Hundred Ninety Six Thousand Three Hundred Eighty Three and no/100 Dollars ($496,383.00) for the Joplin Creek Wastewater Collection System Improvements Phase 4 providing how the cost shall be made and levied; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the contract with Rosetta Construction LLC in the amount of Four Hundred Ninety Six Thousand Three Hundred Eighty Three and no/100 Dollars ($496,383.00) is hereby approved for the Joplin Creek Wastewater Collection System Improvements Phase 4.

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 sewer repair fund, Account Number 415-4542-540-8675.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin.

Section 4. This Ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2012 by a _____vote

_____
Melodee Colbert - Keen, 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: November 5, 2012
Council Bill No. 2012-170
Item: Tornado Damaged Signal & Lighting
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Bid Tab
2) Proposal
3) Council Bill No. 2012- 170

Engineering: Jack Schaller JS	Date: 10-30-12
Public Works: David Hertzberg DH	Date: 10/30/12
Finance Department: Leslie Jones LJ	Date: 10-30-12
City Attorney: Brian Head BH	Date: 10/30/12
City Manager: Mark Rohr MR	Date: 10-30-12

Recommended Action: Approval of award of contract with Ewing Signal for a contract amount of $747,905.90 pending concurrence of MoDOT.

Background: This project consists of installing and providing materials for traffic signals and decorative lighting at various locations in the designated tornado area. This contract is for the replacement and installation of traffic signals and decorative lighting destroyed by the May 22 tornado.

Discussion: Tornado Damaged Signal & Lighting was advertised in the Joplin Globe for one day, on MoDOT's website, and the city's website. Bids were opened on October 23, 2012 with 6 firms bidding. The funding sources for this project are FEMA, SEMA, and Federal Highway paying no less than 80 percent of the cost with the City of Joplin paying the remainder.

Recommendation: Staff recommends approval of an award of contract to Ewing Signal in the amount of $747,905.90 pending concurrence of MoDOT. This is within the engineers estimate for the project.

BID TABULATION

PROJECT: Tornado Damaged Signals & Lighting
DATE OF BID OPENING: October 23, 2012 10:00 a.m.

CONTRACTOR	BID
Ewing Signal	747,905.90
Mark One Electric	956,932.82
Reinhold Electric	784,558.00
Joplin Industrial Electric	797,458.08
Capital Electric	861,220.65
Hartman & Company	826,275.00

PROPOSAL

THE UNDERSIGNED hereby proposed to furnish the labor and material for:

Tornado Damaged Signal & Lighting Replacement

In the City of Joplin, Missouri, according to the general specifications for such work on file in the office of the City engineer and Director of Public Works, together with the terms and conditions to be stipulated in the general contract forms, now adopted by the City of Joplin, as advertised to be let on the 23rd of October, 2012 at 10:00 a.m. at the following prices to-wit.

TORNADO DAMAGE - SIGNAL & LIGHTING REPAIR					
Item No.	**Item**	**Quantity**	**Unit**	**Unit Price**	**Extended Price**
1	Mobilization, not to exceed 5% of work	1.0	L.S.		$
2	Type C Signal Post (26' Mast Arm)	1.0	Each		$
3	Type C Signal Post (27' Mast Arm)	1.0	Each		$
4	Type C Signal Post (32' Mast Arm)	2.0	Each		$
5	Type C Signal Post (34' Mast Arm)	4.0	Each		$
6	Type C Signal Post (37' Mast Arm)	1.0	Each		$
7	Type C Signal Post (40' Mast Arm)	3.0	Each		$
8	Furnish Type C Signal Post (40' Mast Arm) (No Installation)	1.0	Each		$
9	Type C Signal Post (50' Mast Arm)	1.0	Each		$
10	Type CL Signal Post (28' Mast Arm)	1.0	Each		$
11	Type CL Signal Post (34' Mast Arm)	2.0	Each		$
12	Type CL Signal Post (36' Mast Arm)	1.0	Each		$
13	Type B Signal Post (26' & 28' Mast Arms)	1.0	Each		$
14	Type C Pedestial Post	3.0	Each		$
15	Class B Concrete (3500 psi Compressive Strength)	47.6	C.Y.		$
16	Type C Signal Post Cap	2.0	Each		$
17	Removal of Existing Signal Base	11.0	Each		$
18	Removal of Other Existing Signal Items	1.0	L.S.		$
19	Removal of 3 Section Signal Head	26.0	Each		$
20	Removal of 5 Section Signal Head	15.0	Each		$
21	Removal of Existing Signal Post	8.0	Each		$
22	Removal of Existing Mast Arms	8.0	Each		$
23	Removal of Existing Luminaire Arm	1.0	Each		$
24	Removal of Existing Temporary Span Wires	2.0	Each		$
25	Removal of Existing Controller and Equipment	4.0	Each		$
26	Removal of Existing Wood Signal Post	6.0	Each		$
27	Removal of Existing Signal Wiring	5.0	Each		$
28	3S LED Signal Head	53.0	Each		$
29	Furnish 3S LED Signal Head (No Installation)	6.0	Each		$

30	3S OL Signal Head	11.	Each		$
31	5B LED Signal Head	18.0	Each		$
32	Furnish 5B LED Signal Head (No Installation)	1.0	Each		$
33	Pedestrian Head	55.0	Each		$
34	150 Watt Luminaire	7.0	Each		$
35	15' Luminaire Arm	4.0	Each		$
36	Push Button Detectors with Signs	38.0	Each		$
37	Furnish & Install Video Detection Cameras	12.0	Each		$
38	Furnish and Install Adaptive Communications Cameras	10.0	Each		$
39	Furnish and Install Adaptive Communications Antenna	4.0	Each		$
40	Furnish & Install Controller Cab.(Type P Mod) w/Auxiliary Equipment	6.0	Each		$
41	Furnish Controller Cab.(Type P Mod.) (No Installation)	1.0	Each		$
42	Lighting Control Box	1.0	Each		$
43	Type Eagle EPAC3608 M52 Series Signal Controller	6.0	Each		$
44	Pre-Emption Devices	4.0	Each		$
45	Remodel Existing Controller Base to Type P-Modified	5.0	Each		$
46	7c # 16 Conductor Cable	17,112.0	LF		$
47	3c # 16 Conductor Cable	62.0	LF		$
48	2c # 16 Conductor Cable	3,188.0	LF		$
49	3M-138 Cable for Pre-Exemption Dector	505.0	LF		$
50	Beldon 8281 Coaxial Cable	3,188.0	LF		$
51	3 Pair Twisted Interconnect Cable (#16)	4,349.0	LF		$
52	1c # 10 Luminaire Conductor	2,130.0	LF		$
53	17 ft. Fluted Non-Tapered Aluminum Lighting Pole	20.0	Each		$
54	12 ft. Fluted Non-Tapered Aluminum Lighting Pole	5.0	Each		$
55	175 Watt HPS Lighting Fixture & Luminaire	6.0	Each		$
56	250 Watt HPS Lighting Fixture & Luminaire	13.0	Each		$
57	400 Watt HPS Lighting Fixture & Luminaire	10.0	Each		$
58	Refinish existing 12 ft. Fluted Non-Tapered Aluminum Lighting Pole	1.0	Each		$
59	Lighting Pole Concrete Base	6.6	C.Y.		$
60	In Line Fuse Holders	38.0	Each		$
61	Lighting Control Box	2.0	Each		$
62	3c # 12 Conductor	475.0	LF		$
63	3c #10 Cable Conduit	3,705.0	LF		$
64	Remove and Replace Existing Post & Fixture	1.0	Each		$
65	Traffic Control	1.0	LS		
66	All other equipment necessary to complete adaptive control system	1.00	LS		
		Total			**$**

Note: City reserves the right to add or delete from the contract.

The undersigned agrees to enter into a contract within fifteen (15) days from the notice of award should this

proposal be accepted and enter into bonds with good and sufficient securities, to complete this work and the same should be completed by 270 calendar days from date of issuance of notice to proceed. Should the undersigned fail to complete the work within the allowed working days, a penalty of Three Thousand Two Hundred Twenty Five and no 100 Dollars ($3,225.00) per calendar day thereafter shall be instituted, the amount to be deducted from the contract price. In order to pay all labor employed and material used in connection with this work, and to adjust all claims or liens that may arise in consequence of said work, to the satisfaction of the Director of Public Works, above said bonds shall also indemnify and save harmless the said City from all damages or injuries to any person or persons, either in the employ of the contractor, his agents, servants or employees.

In the event of the failure of the undersigned to enter into such contract within ten days of award, then the deposit or certified check of five percent (5%) of the total bid amount as surety is therefore forfeited to the City of Joplin.

Dated this _____ day of _____, 2012.

Company _____

By (signature) _____

Complete Address

_____

_____

COUNCIL BILL NO. 2012- 170 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Ewing Signal, for the Tornado Damaged Signal & Lighting in the amount of Seven Hundred Forty Seven Thousand Nine Hundred Five Dollars and 90/100 Dollars ($747,905.90) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the City enter into an agreement between the City of Joplin and Ewing Signal, for the Tornado Damaged Signal & Lighting in the amount of Seven Hundred Forty Seven Thousand Nine Hundred Five Dollars and 90/100 Dollars ($747,905.90).

Section 2. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____, 2012, by a _____ vote.

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: November 5, 2012

ITEM: Council Bill No. 2012-455 approving an agreement for various animal sheltering services between the City of Joplin and the Joplin Humane Society, Inc.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2012-455 and a copy of the agreement.

CITY ATTORNEY:	Brian W. Head	**DATE:** 10/29/12
CITY MANAGER:	R. Mark Rohr	**DATE:** 10-30-12
HEALTH DEPARTMENT:	Dan Pekarek	**DATE:** 10/29/12
FINANCE DIRECTOR:	Leslie Jones	**DATE:** 10/29/12

RECOMMENDED ACTION:
Staff recommends approval on an emergency basis.

SUMMARY:

The Health Department requests consideration of this Council Bill that would authorize an update to the agreement for animal sheltering services between the City of Joplin (City) and the Joplin Humane Society, Inc. (Society). The City has contracted with the Society for animal sheltering services in conjunction with the City's animal control program since 1975. The original contract has been amended from time to time over the years allowing for increases in the monthly payment for such services.

The agreement calls for the Society to receive, for sheltering services, animals brought to it by the City's animal control program or by residents of the City. The agreement includes basic impoundment services for stray animals or those animals collected for a violation of city code, and rabies quarantine services for animals involved in bite situations.

The Society has requested a 4% CPI increase in fees. No increase was requested in 2011. The agreement specifies a schedule of fees that may be charged to the City or residents of the city for various services including; rabies sample submission, animal intake and tracking, animal sheltering, quarantine, euthanasia, cremation, and a call-back rate for after-hour emergency events. The agreement also allows for other charges to the City for specific cases where extraordinary care may be required for an animal. Finally, the Society will receive 20% of fines it collects as specified in city code, for animals retrieved by the owner.

As a modification to the existing agreement, future cost increases will be limited to the extent of an increase in the Consumer Price Index (Kansas City-All Urban Consumers) since the last adjustment. The Society agrees that all costs charged to the City per this agreement will be the same fees charged to other contract governmental entities. The estimated contract cost for this agreement period is approx. $211,000.

The agreement period will be from Dec. 1, 2012 through October 31, 2013. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive one (1) year terms, to coincide with the city fiscal year.

HUMANE SOCIETY ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2012, by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "**City**", and the **Joplin Humane Society, Inc.**, a corporation organized under the laws of the State of Missouri, d/b/a Animal Adoption & Rescue Center of the Four States, hereinafter referred to as "**AARC**".

W I T N E S S E T H:

WHEREAS, the AARC operates an animal shelter at which it receives, cares for, and disposes of animals; and

WHEREAS, the City, in the enforcement of its ordinances with respect to animals in the City, from time to time picks up various animals which must be sheltered, fed, and disposed of; and

WHEREAS, parties to this Agreement were parties to a similar contract dated the 30th day of December 1975 that has been amended from time to time by the parties; and by agreement of the parties, the former contract is terminated upon the effective date of this Agreement, and the agreement between the parties shall be reflected in this Agreement.

NOW, THEREFORE, the parties hereto do mutually agree to the following:

1. GENERAL: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals, excluding livestock and other farm animals, delivered to it by the animal warden or other officials of City or residents of the city from and after the effective date of this Agreement; and to shelter, feed, care for, and dispose of said animals as in this Agreement provided and as required by the applicable Joplin City Code and ordinances

as the same are from time to time amended. Local contract agencies will be given priority over new contractors outside of the immediate area.

2. ANIMALS HELD ACCORDING TO CITY ORDINANCE: The AARC shall keep and maintain its Shelter in a clean, sanitary condition at all times. It shall properly care for and protect and harbor all animals delivered to it as herein provided in a humane and decent manner. All animals delivered to the Shelter of the AARC shall be kept and sheltered in accordance with the terms of the ordinances of the City of Joplin and said animals shall be confined for the time provided in said ordinances. Animals quarantined under the provisions of the ordinances relating to rabies or other diseases shall be sheltered by the AARC in accordance with the terms of said ordinances for the length of time required by ordinance under the direction of the Director of Health and Welfare of the City or his designee and/or at a licensed veterinarian for the purpose of observation.

3. The AARC agrees to receive at its Shelter all live dogs, cats, or other animals (excluding livestock and other farm animals) delivered to it by residents of City from and after the effective date of this Agreement and to dispose of said animals without charge to said residents of City.

4. ANIMAL OWNER NOTIFICATION: The AARC shall make every reasonable effort to determine the ownership of all animals delivered to it at its Shelter under the terms hereof and shall further make every reasonable effort to inform by phone the owners of said animals of the fact that their animals are in its custody and the conditions under which they may regain custody of such animals.

5. ANIMAL INTAKE/DISPOSITION LOG AND MONTHLY REPORT: The AARC shall keep a daily log, in a mutually agreed format, of all animals delivered to it by the City or residents of City under the terms of this Agreement, and each animal

received by it shall be identified on such log by some descriptive means and the disposition of such animal shall be recorded so that at all times the parties shall have and maintain a record of all animals received and the disposition thereof. Not later than the 10th of each month, after the effective date of this Agreement, the AARC shall deliver to the Director of Health and Welfare of the City a report, in a mutually agreed format, providing details about incoming animal data as well as animal disposition data for the animals received during the preceding calendar month.

6. RELEASE OF ANIMALS UPON PAYMENT OF FEES: The AARC shall release animals to their owners only after the owners have complied with the ordinances of City, with respect to the payment of impoundment fees and other charges unless authorized by the Director of Health and Welfare or authorized by the Executive Director of the AARC for daily care charges, and the AARC shall collect such fees, and charges for the use of the City. The AARC shall receive a service fee of twenty (20%) percent of such collections of fines in exchange for such services, and the AARC shall account for all collections at such times and in such manner as may be directed by the Director of Health and Welfare of the City. The AARC shall also release animals to owners if such owners deliver to the AARC evidence of direct payment to the City of such fees and charges on forms to be provided by the City. The AARC shall not be entitled to any collection of fines made directly to the City. In the event the City collects impoundment fees for the cost of care, the City shall remit the same to the AARC.

Impoundment fees collected by the AARC shall be submitted to the City on a biweekly basis.

7. FEE ADJUSTMENT: Fees as provided in this Agreement to be charged to residents of Joplin and the City pursuant to this Agreement may be adjusted based upon

the AARC's change in costs subsequent to the previous adjustment. Any individual fee increases will be adjusted only to the extent of an increase in the Consumer Price Index (Kansas City-All Urban Consumers) since the last adjustment. If a fee increase request is in excess of the Consumer Price Index the city may request to review data on actual costs of each service if needed to document cost increases. In the event an adjustment to documented cost is warranted, AARC shall provide written notice thereof with supporting documentation, by no later than May 1 of each year. All increases shall be subject to annual appropriation by the Joplin City Council. City shall have thirty (30) days to review and request additional supporting documentation. In the event the parties are unable to agree to the cost adjustment, either party shall be entitled to terminate this Agreement as provided herein.

8. ANNUAL SHELTERING FEE CALCULATION: To provide for a level monthly sheltering fee paid by the City to the AARC, animal sheltering data from the previous complete calendar year and obtained from the Animal Identification Record forms or other similar records used for tracking animal intake, approved for use by the Director of Health and Welfare, will be analyzed annually in May by the City and AARC in order to obtain the annual sheltering charge for the next city fiscal year (Nov.- Oct.). The calculations will utilize the agreed-upon fee adjustment, if any, for the upcoming City fiscal year.

9. SOCIETY OPERATED ACCORDING TO LAW: The AARC agrees that the shelter facility shall be maintained in accordance with reasonable standards adopted by and under the direction of the Joplin Humane AARC Board of Directors. The AARC shall operate the Shelter and provide care for all animals in compliance with all state and federal regulations applicable to such facility. The AARC shall make the Shelter

facilities available during regular business hours for inspection by the Director of Health and Welfare of the City and his designee to monitor compliance with this Agreement. The AARC agrees that it will provide to the City, in a timely manner, any copies of inspections of the Shelter completed by any regulatory authority having jurisdiction over the facility.

10. SPECIAL ANIMAL CARE: The AARC agrees to receive at its Shelter all live dogs, cats, or other animals as set forth in this Agreement, and to shelter, feed, and care for and dispose of said animals, without charge to the City, for any routine animal care services that may be incurred by the AARC in providing the services set forth herein. The City agrees to pay or arrange for payment through municipal court, on a case-by-case basis, for extraordinary animal care or veterinary care as required in certain cases due to the medical condition of an animal. In the event AARC incurs any veterinary charges relative to City's animals, it shall be paid by the City.

The City agrees to compensate the AARC for daily care charges when in certain cases an animal is held at city request (e.g. owner arrested or hospitalized), and when animal owner does not directly pay charges .

11. RABIES SAMPLE PROCESSING: The AARC agrees to process and ship any small animal (up to and including dogs and cats) delivered to it to the Missouri State Laboratory for rabies testing for a Twenty- Six and No/100 () ($26.00) Dollar fee to a resident of the City or the City.

12. FEE STRUCTURE: The City agrees to pay the AARC for services to be rendered hereunder the following, where applicable, for animals brought to the AARC by an official of the City or a resident of the City (except items d. and e. when citizen is specifically requesting these services for his own pet) and registered on an Animal

Identification Form and not identified as a returned or reclaimed animal in the animal disposition. All returned or reclaimed animal fees are to be paid by animal owner.

(a) **Animal Intake and Tracking Fee** of Five and sevnety/100 ($5.70) dollars per animal.

(b) **Animal Sheltering Fee** of Four and seventy/100 ($4.70) dollars per day, not to exceed seven (7) days, (excluding wild animals).

(c) **Quarantine Fee** of Fourteen and fifty-five/100 ($14.55) dollars per day, not to exceed ten (10) days.

(d) **Euthanasia Fee** of Seven and fifteen/100 ($7.15)dollars per animal.

(e) **Cremation Fee** of Fifteen and sixty/100 ($15.60) Dollars or .55/pound for large wild animals, for each animal registered on an Identification Record Form and brought to the AARC by an Animal Control Officer of the City that requires cremation.

(f) **Call-Back Fee** at the rate of Eighteen and seventy/100 ($18.70) Dollars per hour, calculated in ½ hour increments, for AARC staff member for evaluation and handling of injured animals brought to the AARC by an Animal Control Officer after regular business hours of the AARC.

(g) AARC out-of-pocket veterinary charges due to its acceptance of a sick or injured animal, as determined in paragraph 10 herein.

(h) The AARC agrees to provide to the City, by the 10th day of each month, an invoice for all charges incurred, pursuant to this Agreement, during the previous month, in a format approved by the City. The City agrees to process all invoices by the end of the month presented provided such invoices are received by 10th of each month.

(i) The AARC agrees that the fee for services charged by AARC to City shall be the same fee charged for like services to other governmental entities that have a contract with AARC; although for convenience, flat fees may be charged to other governmental entities. The calculation utilized by AARC to arrive at a flat fee for such government entities shall be the same calculations utilized by AARC to arrive at the fee charged to City for such services.

13. INDEPENDENT CONTRACTOR: It is expressly understood that the AARC is, in all respects, an independent contractor, and the only liability of the City created by the terms of this Agreement is the obligation to pay the AARC for services rendered as hereinabove set forth. The AARC shall carry and provide the City with evidence of liability insurance coverage in an amount of at least $500,000 per person, and $1,000,000 per occurrence, and AARC shall indemnify and hold City harmless for any other claim caused by the actions of the AARC. The AARC agrees to add the City as an additional insured on its comprehensive general liability insurance policy provided City pays any additional premium charged. Such policy shall provide that it may not be cancelled without ten (10) day's advance written notice.

14. WORK AUTHORIZATION: If the Contractor meets the definition of a business entity, as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services herein.

15. DEDICATED DOG RUNS: The AARC agrees to dedicate sufficient dog runs (at a minimum three) necessary for the City Animal Control Staff to routinely, throughout the day or night, place dogs delivered to the AARC. Dogs placed in these

runs are to be frequently moved to other long-term animal runs to keep these dedicated runs free for regular animal delivery. These dedicated runs will be cleared of animals by the close of business and again by the open of business each day to assure adequate space for animals delivered to the AARC.

16. ISOLATION OF CERTAIN ANIMALS: Animals held in isolation areas (quarantine or dangerous dog impoundment) are not to be viewed by the public or other unauthorized individuals unless authorized by animal control staff or AARC staff.

17. ANIMAL EMERGENCY PLANNING: The AARC agrees to participate in regular joint emergency planning and response activities with the City to address situations involving animal care during emergencies (e.g. weather emergency, continuity planning for AARC operations, etc.).

18. TERMINATION OF AGREEMENT: Termination of the Agreement may occur prior to the date agreed upon by the parties herein in the following matter:

a. Either party, at any time, upon one hundred eighty (180) day's written notice, may terminate this Agreement;

b. If AARC fails to comply with the terms of this Agreement, the City may terminate this Agreement by providing ten (10) day's written notice of its intent to terminate and specify the event of default. In the event the default is not cured within thirty (30) days, the City shall be entitled to terminate the Agreement. The City shall be liable only for costs incurred to and until the effective date of termination.

19. RIGHT OF AARC TO SUSPEND SERVICES. In the event AARC is faced with an emergency situation, which, in the opinion of AARC's Board of Directors and the director of the department of health, poses an immediate threat to the viability of the Shelter, it shall have the right, upon thirty (30) day's notice, to temporarily suspend

acceptance of animals or terminate this Agreement. AARC reserves the right to seek an additional stipend from City as a result of such an emergency situation, and City reserves the right to decline to approve such stipend.

20. AMENDMENT OF AGREEMENT: This Agreement may be amended at any time by writing approved by City and AARC.

21. BINDING AGREEMENT: This Agreement shall be binding upon the parties' successors and assigns.

22. TERM OF AGREEMENT: The services of the AARC are to commence upon the 1st day of December 2012 and continue until October 31, 2013. Thereafter, subject to annual appropriations, it will be automatically renewed for four (4) successive one-year terms to coincide with the City fiscal year unless modified or amended by both City and AARC, in writing, or terminated pursuant to Paragraph 18 herein.

Signed this _____ day of _____ 2012.

JOPLIN HUMANE SOCIETY, INC.

By: _____

ATTEST:

_____

CITY OF JOPLIN, MISSOURI,
a Municipal Corporation

By: _____
R. Mark Rohr, City Manager

ATTEST:

_____

Barbara L. Hogelin, City Clerk

COUNCIL BILL NO. 2012-455 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, the Joplin Humane Society, Inc. did request changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the City and the Society did enter into negotiations to review the requested fee changes and other changes to the contract for animal control services between the City and Society, and

WHEREAS, the Joplin Humane Society, Inc. has been the contracted animal shelter for the City since 1975 and in calendar year 2010 did receive 4,278 animals from within the City of Joplin.

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

Section 1. That the Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services, a true and accurate copy of said Agreement being attached hereto, and incorporated herein, be and the same is hereby approved.

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

Section 3. That this ordinance shall be effective on and after December 1, 2012.

Section 4. That this Ordinance dealing with public health, 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.

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 5, 2012

ITEM: Council Bill No. 2012-456 amending Chapter 18, Animals, of the Joplin City Code and enacting new sections for the purpose of updating humane society sheltering service fees charged to the public.

ORIGINATING DEPARTMENT: Health Department
ATTACHMENTS: Council Bill No. 2012-456

HEALTH DIRECTOR:	Dan Pekarek	**DATE:** 10/29/12
CITY MANAGER:	R. Mark Rohr	**DATE:** 10-30-12
CITY ATTORNEY:	Brian W. Head	**DATE:** 10/29/12
FINANCE DEPT:	Leslie Jones	**DATE:** 10/29/12

RECOMMENDED ACTION:

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

SUMMARY:

The Joplin Humane Society, Inc. (Society) has requested a 4% CPI adjustment to fees charged to the City of Joplin (City) and public for animals taken to the Society from within the City. No increases were requested during 2011. The changes in fees are shown below:

- Rabies Sample Processing Fee $25.00 to $26.00.
- Animal Intake and Tracking Fee $5.48 to $5.70/animal.
- The per day care charge for impoundment of dogs or cats $4.53 to $4.70.
- The per day quarantine charge for dogs and cats $14.00 to $14.55.
- An animal euthanasia fee $6.89 to $7.15.
- A per animal cremation fee $15.00 to $15.60.
- Call-Back Fee $18.00/hour to $18.70.

The Society has been the contracted provider of animal control shelter services in the city since 1975. During that time, the contract has been amended from time to time to reflect changes in costs at the Society for services to the City.

The fees would become effective December 1, 2012.

Staff recommends passage of this Council Bill as an Emergency Ordinance.

COUNCIL BILL NO. 2012-456 ORDINANCE NO.

AN ORDINANCE amending or adding new items to Chapter 18, Animals, of the Joplin City Code by amending certain fees and enacting new fees found in Section 18-144; and containing an emergency clause.

WHEREAS, the Joplin Humane Society did request changes to fees charged to the City of Joplin and the public for animal control services provided by the Society, and

WHEREAS, the City and the Society did enter into negotiations to review the requested fee changes between the City and Society, and

WHEREAS, the Council of the City of Joplin did pass changes to the animal control services agreement between the City and Society relating to these fee changes.

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

Section 1. That Section 18-144. Fees. of Article IV. Impoundment, of Chapter 18 Animals of the Joplin City Code be amended to read as follows:

"Sec. 18-144. Fees.

(a) The following fines shall be charged to the public for the impoundment of any animal under the provisions of this article:

(1) First redemption of animal within 12 months	$15.00
(2) Each subsequent redemption of same animal within the preceding 12 months and additional	$15.00

(b) The following additional fees set herein shall be charged to the public, on a per animal basis, for various services provided by the Joplin Humane Society, Inc. and shall be modified in accordance with the contract between the city and the Joplin Humane Society, Inc., a copy of the same being on file in the office of the city clerk:

(1) Animal Intake and Tracking Fee	$5.70
(2) Animal Sheltering Fee for non-quarantined animals, for each day or fraction thereof	$4.70
(3) Quarantine Fee for each day or fraction thereof	$14.55
(4) Euthanasia Fee	$7.15
(5) Cremation Fee	$15.60

(6) Other such fees as may apply pursuant and enumerated in any agreement between the city and the Joplin Humane Society, Inc.

(c) Owners of impounded animals may retrieve or otherwise obtain the release of their animals from the Joplin Humane Society, Inc. only after they have made payment of impoundment and all other charges.

(d) If a financial hardship exists on the owner of an impounded animal, the $15.00 first impoundment fee may be waived at the direction of the director of public health and welfare if the following conditions apply:

(1) The animal is current on city license and rabies vaccination;
(2) No previous violations of city Code or written warnings have occurred with the owner or any animal in the owner's possession; or,
(3) The animal was impounded for being at large.

(e) Upon retrieving or otherwise obtaining the release of their animal, the owner shall provide proof of current city license and required rabies vaccination. If proof is not provided at that time, owner will be required to sign a statement, provided by the department of health and welfare, indicating that they will obtain proper pet license and rabies vaccination and will provide such proof to the department of health and welfare within 30 days of obtaining their animal's release. If such proof is not provided to the department of health and welfare a municipal citation will be initiated to the animal owner for violation of this section."

Section 2. This ordinance shall become effective from and after December 1, 2012.

Section 3. That this Ordinance dealing with public health, 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.

_____
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: November 5, 2012

Item: SITE PLAN REVIEW – 5227 SOUTH HEARNES BOULEVARD
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg OKH Date: 10/26/2012
City Attorney: Brian Head Date: 10-30-12
City Manager: R. Mark Rohr RMR Date: 10-30-12
Board or Commission: Planning and Zoning Commission MDW Date: 10/8/2012

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 098-12: 5227 South Hearnes Boulevard – A request for a Site Plan Review for the construction of a dental office on Commercial – Planned Development property – Dr. Jay Joseph.

STAFF SUMMARY:
The development plans are consistent with development codes of the City of Joplin and meet the development standards of the Comprehensive Plan.

Staff recommends approval of the development plans for Dr. Jay Joseph Dentistry.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Tyler Peck, H-Design Group, appeared Dr. Joseph to present formal site plans showing the parking and building layout for the dental office.

Mr. Smith asked Mr. Peck if Dr. Joseph has purchased the house on this property. Mr. Peck replied that the existing house will be demolished, and that the former tire business on the property has been demolished.

Mr. Duncan asked about the last sheet of the site plans, and Mr. Peck replied that this shows the sewer line location to the south of the property.

PUBLIC COMMENT:
None.

Z&P Meeting: October 8, 2012
City Council Meeting: November 5, 2012

STAFF PLANNING REPORT

CASE 098-12:

Site Plan Review for dental office

APPLICANT:

Dr. Jay Joseph

NAME OF DEVELOPMENT:

Dr. Jay Joseph Dentistry

LOCATION:

5227 S. Hearnes Boulevard

PRESENT ZONING:

C-1 PD (Neighborhood Commercial – Planned Development)

EXISTING CONDITIONS:

PROPERTY SIZE

Approximately 71,000 square feet or 1.63 acres

FLOOD PLAIN

Flood Zone "X" (Areas of minimal flooding)

	LAND USE	EXISTING ZONING
NORTH	Undeveloped	C-O PD
SOUTH	Single-family Residential	R-1
EAST	Undeveloped	C-1 PD
WEST	Single-family Residential	R-1

TRAFFIC CONDITIONS:

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

Hearnes Boulevard / Arterial / 110'

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

No

PARKING REQUIREMENTS:

Parking is in compliance with City requirements.

UTILITIES:

The site has access to utilities.

LANDSCAPING REQUIREMENTS:

Landscaping is provided on site. Landscaping is in compliance with the newly adopted corridor design standards.

BUFFERING REQUIREMENTS:

The proposed site plan incorporates the additional landscaping and buffering as identified in the newly adopted corridor design standards. A 10' landscaped buffer will be provided along the south property line adjacent to residential.

ACCESS MANAGEMENT:

The site plan provides future access opportunities to surrounding properties. Future access will be provided to the properties to the north and east when development occurs. Future access will also be provided to the property to the south if and when it redevelops as a higher-intensity use.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes, this area is zoned for the development of a dental office. The plans provided are in compliance with the development policies of the Comprehensive Plan.

DISCUSSION

The development plans are consistent with development codes of the City of Joplin and meet the development standards of the Comprehensive Plan.

STAFF RECOMMENDATION:

Staff recommends approval of the development plans for Dr. Jay Joseph Dentistry.

ENCLOSURES:

Development plans (Site plan, landscape plan, elevations and renderings, grading plan, floor plan, and erosion control)

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

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: 098-12
Filing: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: 10-8-12

I. **Name of Project:** Dr. Jay Joseph Dentistry

II. **Location of Project:** 5227 Hearnes Boulevard

III. **Name of Owner:** Dr. Jay Joseph

IV. **Name of Person who Prepared the Site Plan:** H Design Group/ Tyler J. Peck A.I.A.

V. **Instructions:**

The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Site Plan comply with or show the following?		Yes	No
A.	Name of the project, address, boundaries, date, north arrow and scale of the plan.	☒	☐
B.	Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.	☒	☐
C.	Name and address of all owners of record of abutting parcels.	☒	☐
D.	All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.	☒	☐

E. The location and use of all existing and proposed buildings and structures within the development. Include all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations. For developments in the "C-2" Central Business District (CBD), indicate design details to make new construction compatible with existing structures. ☒ ☐

F. The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown. ☒ ☐

G. The Municipal Planner may require location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties. ☐ ☒

H. The location, height, size, materials, and design of all proposed signage. ☒ ☐

I. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. ☒ ☐

J. The location of all existing and proposed utility systems including:

1. sewer lines and manholes; ☐ ☒
2. water lines and fire hydrants; ☐ ☒
3. telephone, cable and electrical systems; and ☐ ☒
4. storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales. ☒ ☐

K. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable. ☒ ☐

L. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements. ☒ ☐

M. Zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan. ☒ ☐

N. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:

1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels. ☐ ☒

2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and ☐ ☒

3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given. ☐ ☒

O. For new construction or alterations to any existing structure, a table containing the following information must be included:

1. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; ☒ ☐

2. Maximum number of employees; ☒ ☐

3. Maximum seating capacity, where applicable; ☐ ☒

4. Number of parking spaces existing and required for the intended use; and ☒ ☐

5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required. ☒ ☐



September 28, 2012

Joplin Planning and Zoning
Mr. Matt Wright
602 South Main Street
Joplin, MO 64801

RE: Dr. Jay Joseph Dentistry

Dear Mr. Wright,

The grading of the site has been the biggest challenge as this project has developed. With the site sloping from East to West and the high point of the property being located at the South West corner, it has been the designer's intention to creatively accommodate a structure that met the Owner's program while best utilizing the existing grades of this site.

In response to this issue, a plan was created in which a common entry area is created that would allow maximum flexibility in regards to circulation to and from the facility as well as within. A "split-level" plan is created - giving maximum flexibility to circulation. Access is gained by both the front and rear of the facility with parking and circulation, provided around. Essentially, the design and layout of the building, provides a project that recognizes and works with the grades of the site vs. against.

It is the designer/ Owner's intent to provide a clean and timeless image; that ties into the area. This is accomplished by using brick as the main element throughout, with hip asphalt shingled roofs. Rock accent walls will be incorporated into the design and are placed thoughtfully to "break" up the horizontal plane of the brick facade and lead one's eye into the main entry element. To provide significance to the main entrance as well as the building itself, a tower element is created to help bind the roof levels into one while at the same time "ground" the project to the site.

The designer's objective is to provide uniform and consistent openings (windows) throughout that both offer a pattern to help break up the facade while enhancing the interior of the space.

In closing, this submittal represents the efforts and design of a well thought out project that harmoniously blends a "residential" and "commercial" style of architecture on a difficult site. The simple forms of the roof, utilization of brick, stone accenting, and a tower element are fashioned in a manner to complement one another. As indicated on the perspective elevations, the use of brick and stone are representatively shown (stone being the darker gray shade with brick being the main facade shown as the lighter color). Signage on the site, as indicated in the attachments will use the same material as found on the building (brick) and are designed not to be boisterous but complimentary.

Once approval of this initial process is given as it relates to zoning and use, the design criteria of the landscaping, site utilities, on-site signage, and general building elevations will be more specific in nature and detailed upon building plan submission. If this submittal should need further explanation or details, please feel free to contact me directly.

Sincerely,

H DESIGN GROUP, LLC

Tyler J. Peck, AIA
Project Architect

Case 098-12: 5227 South Hearnes Boulevard – A request for a Site Plan Review for the construction of a dental office on Commercial – Planned Development property – Dr. Jay Joseph.

Mr. Harrington opened the public comment period for Case 098-12.

Mr. Tyler Peck, H-Design Group, 5051 South National, Springfield, Missouri 65810, appeared Dr. Joseph to present formal site plans showing the parking and building layout for the dental office.

Mr. Harrington asked for questions from the commissioners.

Mr. Smith asked Mr. Peck if Dr. Joseph has purchased the house on this property. Mr. Peck replied that the existing house will be demolished, and that the former tire business on the property has been demolished.

Mr. Duncan asked about the last sheet of the site plans, and Mr. Peck replied that this shows the sewer line location to the south of the property.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 098-12.

MR. SMITH MOVED, SECONDED BY MR. EASTMAN, THAT THE SITE PLANS AS PRESENTED IN CASE 098-12 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).



JOSEPH DENTISTRY - JOPLIN, MISSOURI



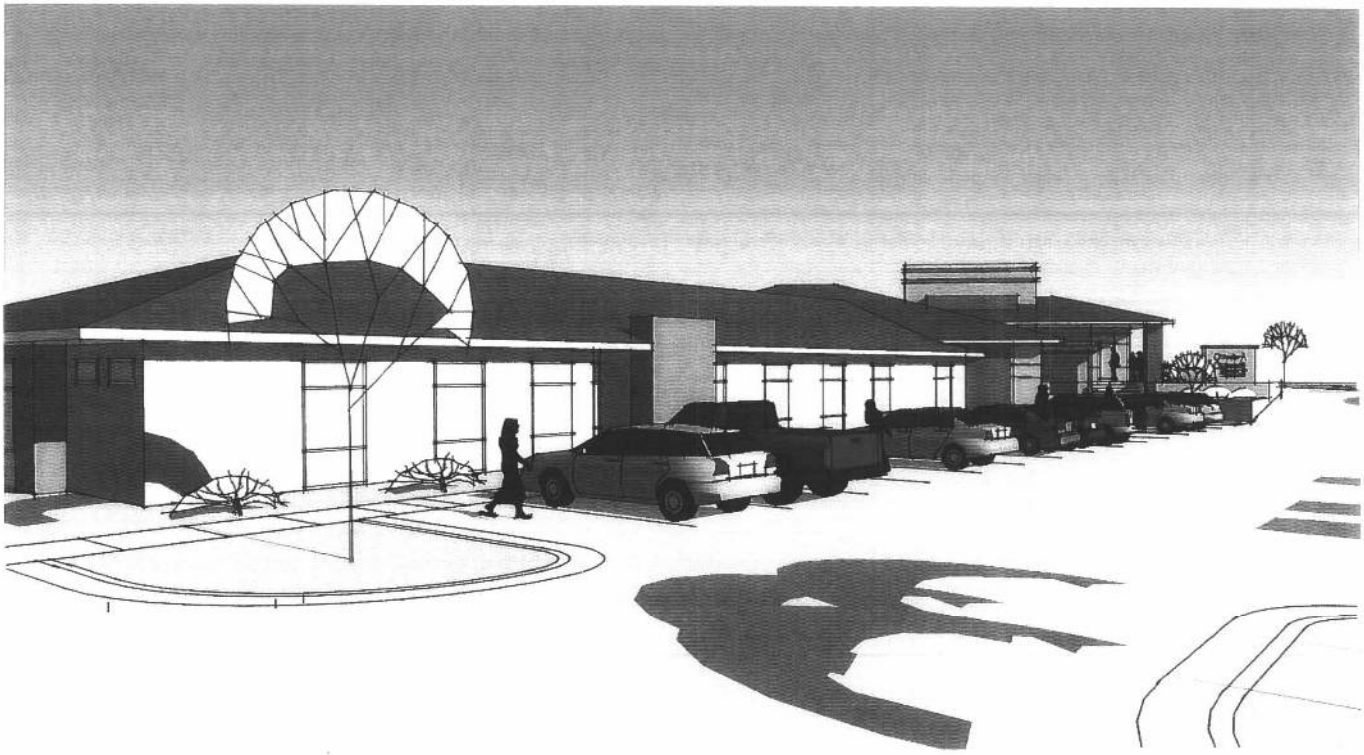
JOSEPH DENTISTRY - JOPLIN, MISSOURI

H DESIGN



JOSEPH DENTISTRY - JOPLIN, MISSOURI

H DESIGN



JOSEPH DENTISTRY - JOPLIN, MISSOURI

H DESIGN



JOSEPH DENTISTRY - JOPLIN, MISSOURI

H DESIGN



JOSEPH DENTISTRY - JOPLIN, MISSOURI

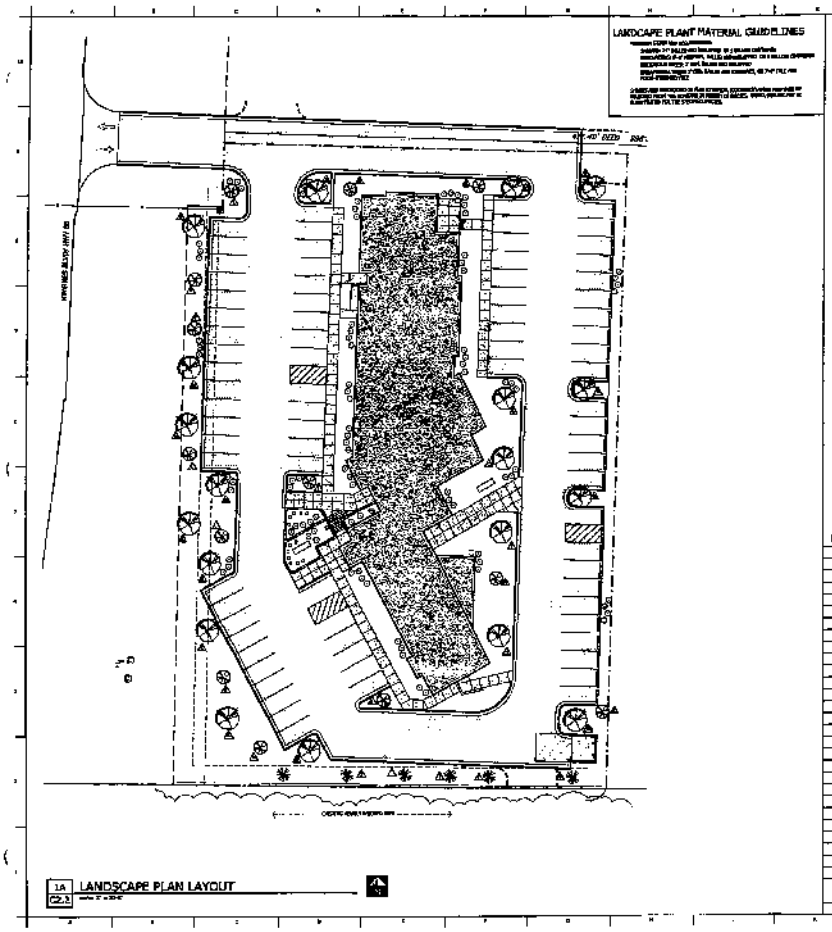
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JOSEPH DENTISTRY - JOPLIN, MISSOURI

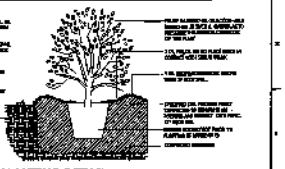
H DESIGN

N
BROOKWOOD
PENNSYLVANIA
VIRGINIA
HEARNES
MAIN
MAIN

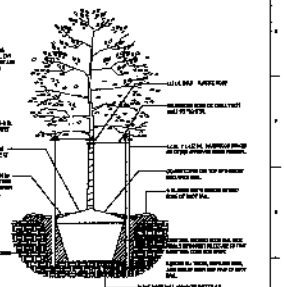


1A C2.2 LANDSCAPE PLAN LAYOUT

LANDSCAPE PLANT MATERIAL GUIDELINES



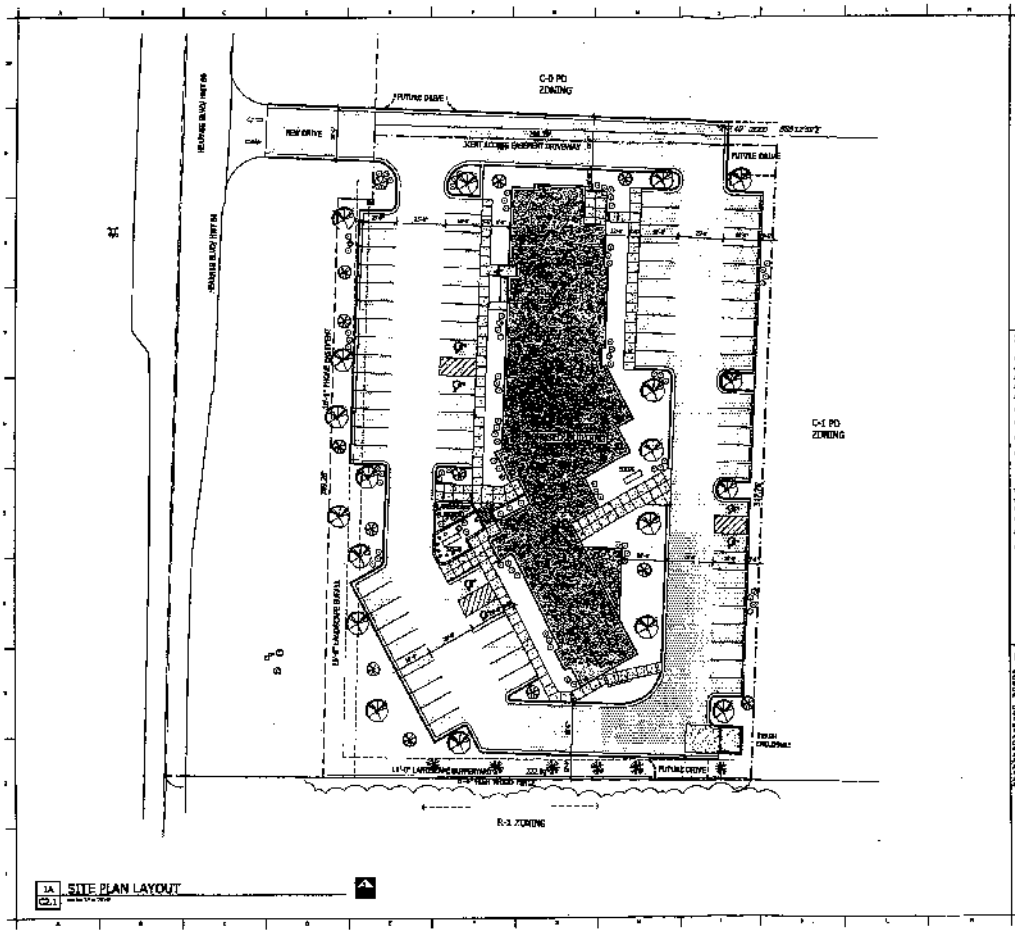
9K C2.2 SHRUB PLANTING DETAIL



9K C2.2 TREE PLANTING DETAIL

PLANTING SCHEDULE:

SYMBOL	COMMON NAME	SIZE	CONTAINER



1A SITE PLAN LAYOUT
C2.1

SITE LEGEND

ZONING ANALYSIS

LEGAL DESCRIPTION:

HOERIS ARCHITECTURE

5201 SOUTH NATIONAL AVE SUITE 7-A
SPRINGFIELD, MISSOURI 65810
417 887 4888 417 887 4811 FAX
WWW.HOERISARCHITECTURE.COM

Client:
Dr. Jay Joseph
1520 W. 18th Street Rte. D
Joplin, Missouri 64804

Consultants:
Civil Engineer:
Project Design Consultants
2631 N. Kansas St.
Springfield, MO 65803
(417) 781-4644 Phone
(417) 862-2022 Fax

Structural Engineer:
Rowell Design Corp.,P.C.
2631 N. Kansas St.
Springfield, MO 65803
(417) 781-4644 Phone
(417) 862-2022 Fax

MEP Engineer:
Peters Pirtle Schwab & Collins, Inc.
2645 East Sunshine
Springfield, MO 65804
(417) 886-4459 Phone
(417) 881-0853 Fax

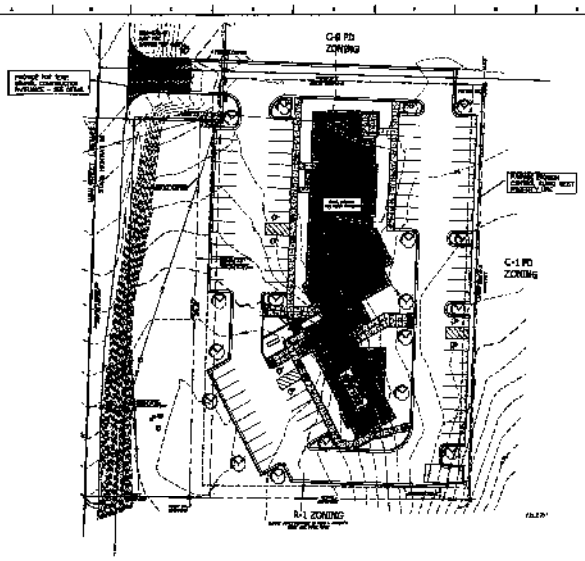
Dr. Jay Joseph Dentistry
5227 Homes Boulevard
Joplin, Missouri 64804

SITE PLAN LAYOUT

C2.1

Construction Drawings

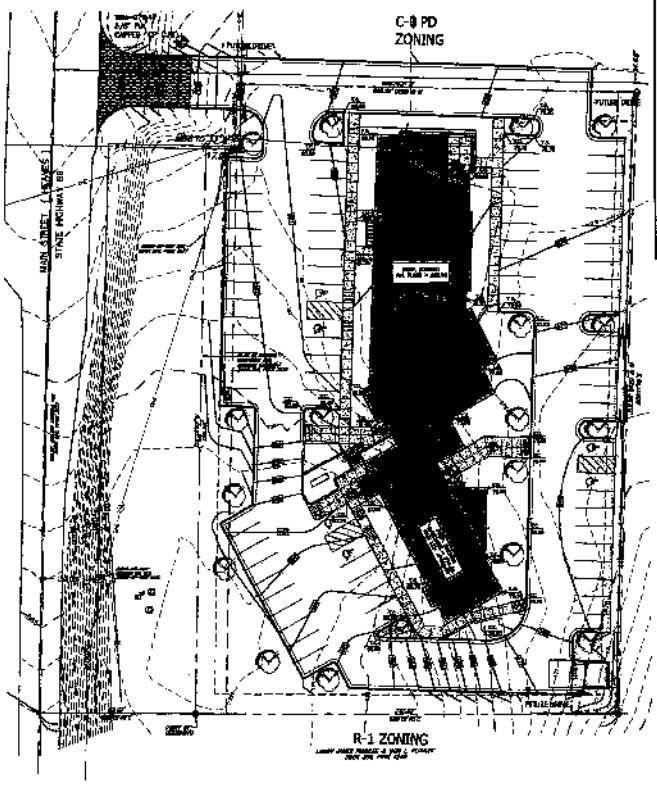
Case 098-12



2A C2.0 SEDIMENT & EROSION CONTROL PLAN

SEDIMENT & EROSION CONTROL NOTES

1. [illegible] THE LOCATION AND DETAILS FOR ADDITIONAL REQUIRED CONTROLS BY THE JURISDICTION. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL SUCH ADDITIONAL CONTROLS AT NO EXTRA COST TO THE OWNER. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES AS NEEDED TO KEEP SEDIMENT FROM LEAVING THE SITE. SEDIMENT REMOVED FROM ALL SYSTEMS OF CONTROL SHALL BE DISPOSED OF IN APPROVED AREAS ON THE SITE IN SUCH A WAY AS TO PREVENT ITS FURTHER EROSION. REMOVAL OR RELOCATION OF SEDIMENT CONTROLS SHALL BE AUTHORIZED BY THE ENGINEER OF THE JURISDICTION.
2. [illegible] EXISTING VEGETATION AND ALL MARGIN STRIPS SHALL BE RETAINED WHERE POSSIBLE. [illegible] CONTROLS SHOWN ON THIS PLAN MUST BE INSTALLED PRIOR TO ANY OTHER WORK.
3. SEDIMENT [illegible] SHOWN ON THIS PLAN MUST BE INSTALLED WITHIN THE LAND DISTURBING [illegible] CONSTRUCTION SHOULD BE AS SOON AS TIME [illegible] MORE WORK AND INCREMENTAL MAINTENANCE DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL TAKE EFFECTIVE DUST MEASURES AND ADJACENT TO THE SITE AS NEEDED. WATER SHALL BE USED AT THE RATE OF [illegible].
5. THE CONTRACTOR IS RESPONSIBLE FOR ENVIRONMENTAL [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] CONTRACTOR'S EXPENSE.
6. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]



3A SITE GRADING & DRAINAGE PLAN — 4

LEGEND

PROPERTY DESCRIPTION:

UTILITY DISCLAIMER:

GENERAL CONSTRUCTION NOTES:

GRADING NOTES:

KEY NOTES:

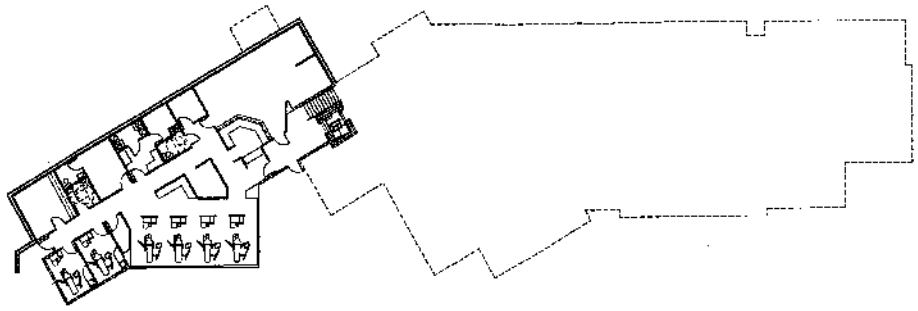
ARCHITECTURE

Dr. Jay Joseph Dentistry
5227 Holmes Boulevard
Joplin, Missouri 64804

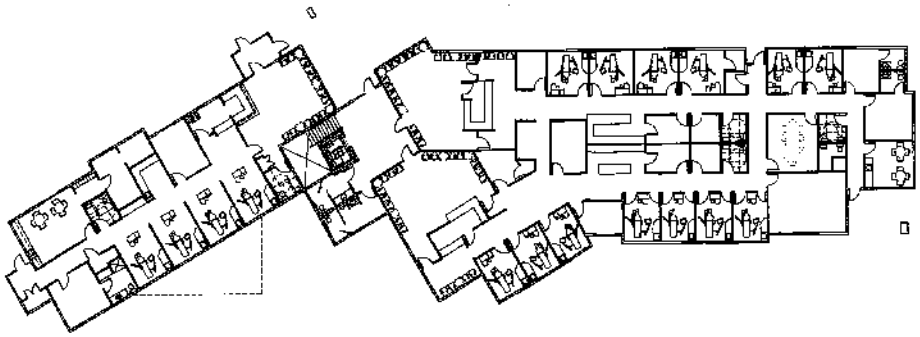
GRADING PLAN

C2.0

Design Development



6A / A1.1 LOWER LEVEL FLOOR PLAN LAYOUT



1A / A1.1 MAIN LEVEL FLOOR PLAN LAYOUT

ARCHITECTURE

Dr. Jay Joseph Dentistry

5237 Hawes Boulevard

A1.1

Construction Drawings