INFORMAL AGENDA

December 3, 2012

5:15 p.m.

1. Summary of 2012 Mother Road Marathon.
2. Board and Commissions Appointments
3. Any other business

COUNCIL AGENDA

December 3, 2012

6:00 P.M., Council Chambers

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

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

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**
   1.Jered Horn, 1001 NW Murphy Blvd, Joplin, request to address Council concerning the meeting, storage and display space for the Civil Air Patrol currently at the Joplin Regional Airport Old Terminal Building. Civil Air Patrol was notified that they had to vacate the building they are currently seeking a new long term location.

   2.Ernie Trumbly, 1202 Southview Dr. Joplin, requests to address Council concerning the Civil Air Patrol – Aerospace Learning Center.

7. **Public Hearings**
   1. Public Hearing Procedures

   2. COUNCIL BILL NO. 2012-319 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at 2221 North Florida Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Patricia Harris. 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. 2012-320-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-3-PD property as described below and located at 3003, 3015, and 3023 Connecticut Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Charlie Kuehn. Planning and Zoning Recommended Approval.)

4. COUNCIL BILL NO. 2012-321 - AN ORDINANCE amending Ordinance No. 2004- 256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3 and including in District C-3-PD property as described below and located at the southeast corner of 20th Street and Connecticut Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Casey's Marketing Company. Planning and Zoning Recommended Approval.)

5. COUNCIL BILL NO. 2012-322-AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1-PD property as described below and located at 1934 Murphy Boulevard in the City of Joplin, Jasper County, Missouri. (Requested by Kimberly Wood. Planning and Zoning Recommended Approval.)

8. Consent Agenda

1. Minutes of the November 19, 2012 Council Meeting

2. COUNCIL BILL NO. 2012-323-AN ORDINANCE Request to Review the Final Plat for DARRELL L. ROGERS 2008 TRUST ADDITION located in the 3300 Block of South Range Line Road in the City of Joplin, Newton County, Missouri.

3. COUNCIL BILL NO. 2012-523-AN ORDINANCE amending Section 30-121, License classifications and fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

9. Resolutions

1. RESOLUTION NO. 2012-030 – A RESOLUTION recognizing Tim Nyander upon his retirement from active service as a Public Works Operations Manager within the City of Joplin Public Works Department.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2012-524 - 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 6,037 square feet of land at 2329 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.

2. COUNCIL BILL NO. 2012-525 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Paul and Anita Horton, husband and wife, for the sale of approximately 7,860 square feet of land at 2401/2403 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.

3. COUNCIL BILL NO. 2012-526 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and IDC Properties, LLC.,for the sale of approximately 4,725 square feet of land at 2934 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.

4. COUNCIL BILL NO. 2012-527 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Croy Properties, LLC, for the sale of approximately 6,000 square feet of land at 2729 S Joplin Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

5. COUNCIL BILL NO. 2012-528 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and the Joplin R-VIII School District, for the sale of approximately 6,250 square feet of land at 1408 S Jackson Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

6. COUNCIL BILL NO. 2012-529 - AN ORDINANCE approving a one-year agreement for professional auditing services by and between Cochran Head Vick & Company, P.C. and the City of Joplin, Missouri, for Cochran Head Vick & Company, P.C. to provide auditing services for the City of Joplin; authorizing the City Manager to execute said agreements; and containing an emergency clause.

11. Ordinances – First Reading

Ordinances – Second Reading and Third Reading

1. COUNCIL BILL NO. 2012- 173 - .AN ORDINANCE approving an Agreement with the U.S. Department of Transportation Federal Highway Administration Agreement in the amount Twelve Million Dollars ($12,000,000) for the TIGER Grant No. 8 Agreement and authorizing the Public Works Director to execute said Agreement.

12. Unfinished Business

13. New Business

1.Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore as set forth in Section 610.021 (2) RSMo, as amended, 2011. 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 29th day of November, 2012. (RSMo 610.020)

INFORMAL NOTES

November 19, 2012

5:15 p.m.

Discussion of paperless agenda	Sam Anselm, Assistant City Manager presented to Council options with going paperless. Total cost meeting/ staff time including paper brings a yearly cost to $9,364.34. Three options were discussed including Option 1 Granicus, has a Legislative Module available that would allow staff to produce, approve and create an online agenda that would sync with the streaming of our meeting. Upfront estimated cost would be $24,005 plus approx $$10,000 ongoing. Option 2 CivicPlus has an Agenda Creator module that is available to everyone on our city's website via hyperlink. The only cost involved would be the purchase of tablets to view the agendas. Total estimated cost: $6,246 for 9 Thinkpad tablets. Ongoing $720 warranty. Option 3 Complete agenda materials are currently scanned into PDF format and made available online through Document Center in CivicPlus. Copy this file to flash drive that would then be distributed to members of Council prior to the meeting. A second monitor would be placed at each workstation on the dais so that the agenda would appear on one screen, and the meeting slides would appear on the other. This is the least-costly option, as it would only require the purchase of additional monitor for the dais. This would require each member to already have the ability to view and /or print items from home devices. Total estimated cost $2,500 for the purchase of the monitors. Ongoing replacement of flash drives. Comments: Option 3 You can only view what you show. Option 2 You can view anything. Council decided to hold off their decision until the entire Council had the opportunity to review the information.
Discussion of the Design for Fire Stations 2 & 4	Fire Chief Mitch Randles showed Council pictures of what the replacement Fire Stations #2 & #4 will Look like. #2 will be located at 2825 W. Junge Blvd and #4 will be located at 3402 Hearnes Blvd it replaces the current station on 15th street. Bill Scearce asked about the annexations of the Casino property and the Casey's store.

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES November 19, 2012

CALL TO ORDER

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

ROLL CALL – Motion by Mr. Glaze, Second by Mr. Golden, to excuse Mr. Seibert. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Shaw, and Woolston 6. Nays: 1, Scearce. Motion by Ms. Raney, Second by Mr. Shaw, to excuse Dr. Rosenberg. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Shaw, and Woolston 6. Nays: 1, Scearce.

INVOCATION - read by City Attorney, Brian Head

FLAG SALUTE – Pledge of Allegiance – led by Girl Scout Troop #26227. The Scouts received a City pin from Mayor Colbert-Kean.

PRESENTATIONS - Proclamation Presentation for Tom Rutledge, Cross Country Coach at MSSU.

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
Request by Tracy Nielson to address council regarding a proposal that the City of Joplin offer health insurance benefits to surviving spouses and children of officers killed in the line of duty. The benefits would be for one year following the death of an officer.
Ms. Neilson read a prepared statement to the Council asking for a proposal to offer insurance benefits for surviving spouses and children of officers killed in the line of duty.

CONSENT AGENDA APPROVED - Motion by Mr. Golden Second by Mr. Shaw, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Seibert, Shaw, and Woolston 9. Nays: 1, Scearce.

Minutes of the October 15, 2012 Council Meeting

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. Ordinance No. 2012-201

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. Ordinance No. 2012-202

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. Ordinance No. 2012-203

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Golden introduced Council Bill No. 2012-020. Motion by Mr. Golden, Second by Mr. Shaw to Adopt Council Bill No. 2012-020. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-204

AN ORDINANCE approving a Purchase Order to be issued to SunGard OSSI to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-020 on October 15, 2012; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2012-171 - Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No. 2012-171. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-205

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 1906 Missouri in the City of Joplin, Missouri, for the amount of Two Thousand Six Hundred and 00/100 Dollars ($ 2,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-172 - Motion by Mr. Shaw, Second by Mr. Scearce to Adopt Council Bill No. 2012-172. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-206

AN ORDINANCE approving an agreement between the City of Joplin and Tri-State Engineering, Inc., in the amount of Thirty-Three Thousand Fifty and No/100 Dollars ($33,050) for right of way negotiation and appraisal services for the Maiden Lane Widening Project and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2012-173 - Motion by Mr. Woolston, Second by Mr. Glaze to Adopt Council Bill No. 2012-173. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Shaw, and Woolston 5. Nays: 1, Scearce. Absent: 2, Rosenberg, Seibert. Abstention: 1, Golden.

The Council Bill failed as an Emergency and will be read on Second and Third Reading at the next Council meeting.

AN ORDINANCE approving an Agreement with the U.S. Department of Transportation Federal Highway Administration Agreement in the amount Twelve Million Dollars ($12,000,000) for the TIGER Grant No. 8 Agreement and authorizing the Public Works Director to execute said Agreement.

Mr. Woolston introduced Council Bill No. 2012-174 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No. 2012-174. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Shaw, and Woolston 6. Nays: 1. Scearce. Absent: 2, Rosenberg, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-207

AN ORDINANCE approving an Agreement with Missouri Department of Transportation for the STP-Urban Program Agreement and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2012-175 - Motion by Mr. Scearce, Second by Mr. Golden to Adopt Council Bill No. 2012-175. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-208

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 8101 E. 32th Street, and owned by Heartland Pet Food Manufacturing Incorporated; and, containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-176 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2012-176. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-209

AN ORDIANCE approving an Agreement between the city of Joplin, Missouri, and the Economic Security Corporation pertains to 2012 HOME housing rehabilitation funds; authorizing the City Manager to execute same on behalf of the city; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2012-177 - Motion by Mr. Scearce, Second by Ms. Raney to Adopt Council Bill No. 2012-177. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-210

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri and the Harry S. Truman Community Development Corporation (HSTCDC) generally pertaining to HOME funds for the acquisition and rehabilitation of housing; authorizing the City Manager to execute same on behalf of the City, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2012-628 - Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2012-628. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-211

AN ORDINANCE authorizing and approving the City of Joplin to purchase and install twenty-one solar panels on existing outdoor warning sirens. The purchase and installation will be from Blue Valley Public Safety Systems, for the amount of One Hundred Ten Thousand, Five-hundred Twenty Dollars, Ninety Cents ($110,520.90); authorizing the City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Shaw introduced Council Bill No. 2012-523 - Motion by Mr. Scearce, Second by Mr. Golden to Pass Council Bill No. 2012-523 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 6. Nays: 0. Absent: 2, Rosenberg, Seibert. Abstention: 1, Raney.

The Council Bill was read as being COUNCIL BILL NO. 2012-523

AN ORDINANCE amending Section 30-121, License classifications and fees, of Article III, Licenses, Division II, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS - Mr. Scearce asked if Ms. Neilson could get a response from the City. Assistant City Manager stated the city's Cobra coverage. Mr. Scearce asked that someone get back with Ms. Neilson with a follow up.

NEW BUSINESS - Mayor Colbert-Kean reported she and Mr. Woolston recently attended a dinner in Washington D.C honoring City Manager Mark Rohr and other Public Officials from throughout the United States for their accomplishments. Others being honored were CA State Auditor, Oregon House of Representative, State Budget Director of Michigan, Cook County Board President, the Governor of Nevada, and The Commissioner of Connecticut Dept. of Children and Families.

There being no further business to come before the Council, the meeting was adjourned at 7:03 p.m.

Respectfully submitted,

Barbara Hogelin

Barbara Hogelin, MMC/MPCC
City Clerk

MRM 2012 HIGHLIGHTS

1. The overall enthusiasm of the runners this year was very positive. In a post-race survey we had 266 responses (34% of all registered runners). When asked to rate their overall experience with this years MRM, 152 (57%) replied their experience was Excellent and 103 (38%) rated it as Good. The overall results of the survey were positive and constructive.

2. Also from the post-event surveys runners commented that "runner relations" and "strong communication" with the event contributed to why they experienced such a good event. A copy of the complete survey is available for review in the Clerk's office.

3. The course is a very tough one. From start to finish, on both the Marathon and Half Marathon there is an elevation increase of 219 feet. Much of this is east of Spring River heading in to Galena. 7th Street from the Missouri Stateline to the finish is a consistent upward incline. This is something we have starting embracing in our marketing message. The heritage of Route 66 and that the course is a challenge was why we chose our tag line for this year's runner shirts - "One Tough Mother Runner". Our overreaching marketing message will continue to be, "3 States, 6 Cities, 1 Road".

4. The relationship with the partnering communities continues to be solid. Every year I have meet with the city councils, county commissions and state DoTs involved. They see the event as a positive thing and that it brings notoriety to the region. All indications are their support will is continue.

5. The Mother Road Marathon name and the brand have been well received and are becoming more recognizable within the running community. In-kind sponsorship (for all 3 years) from Freeman Sports Medicine, The Joplin Globe, AMI Radio, Contractors Equipment Rental, Joplin Printing and Lee & Wyrsch Marketing Group have been major contributors.

6. The purchase of race T-shirts, runner medals and finisher awards were up this year because we had to met minimum purchase requirements. These were slightly waived last year due to uncertainties with the number of runners we would have following the events of May 22, 2011. From this year, we learned some new practices from other races, with regard to the runner medals and finisher awards, that will help manage these numbers, even as the event grows.

7. Joplin Regional Airport saw an impact by MRM: All flight from Wednesday of race week thru the weekend marathon were totally sold out. Normal load factor on those flights would have been about 36 people on a 44 passenger flight. Two flights each day so about 80 more people than usual -- Airport Manager.

Moving on to 2013 and Beyond

1 For 2013 a Race Director needs to be hired. This person would need to be at every monthly meeting and fully engaged in the planning process. 60 days out from the event date, and especially the day of, the Race Director would handle all race details, runner concerns, course management and timing issues. The director serves as the race official.

2 The Director of the CVB would still chair the planning committee and maintain the relationships with the partnering communities, and supervise all long-range planning, registration, budget and contracts, revenues and course certifications.

3 This year we learned the value of how important Social Media with distance runners. The running community stays in contact with their events year-around. Not only were we able to attract new runners, we were able to develop the event based on their questions, needs and concerns; early in the planning stages. To grow this event, it would be vital assets to employee a person dedicated to MRM communications and marketing. This position would manage the MRM marketing plan, the event web site, and the on-going social media content, as well as runner registration. Connecting with the runners through Social Media key to the success of the 2012 event.

4 Nearly 500 volunteers are needed to execute all three events of MRM. Medical, Emergency Response and Hydration Station, over 26.2 miles, for 8 hours require the support of many schools, organizations and churches. In the past our focus has been on those folks manning the 17 hydration stations along the route; primarily a meeting with the station managers. For 2013 we are planning three meetings (Quapaw, Baxter Springs and Joplin) to meet with all our volunteers. It is the minor details can make all the difference with the runners, and their friends and families. Getting those details out, and having a seamless knowledge base, at every tier of support is important. This will also to serve to support our volunteers for their time and interest.

5 The 2012 MRM was the 3rd annual running and the second year the CVB had full management. The 2012 event was also the first true measurement of what the event's expenses and revenues would be. In the inaugural year the budget was not managed locally and 2011 was hampered by the effects of the tornado.

6 Going forward, one of the goals will be to increase the number of hotel room nights. This year the hotels reported only 74 rooms while our 226 post-event survey results indicate 108. The event was designed and will continue to be about the heritage of Route 66 and the communities it passes through. Like many travel & tourism efforts, much of the revenue impact from the event cannot be measured, but the awareness and notoriety to the region is apparent.

RUNNER DEMOGRAPHICS

Runners by Event

Marathon	181	23.45%	5K	225	29.15%
Half Marathon	366	47.41%	Total	772	100.00%

Gender Breakdown

Female	485	62.82%	Male	287	37.18%
			Total	772	100.00%

How Registered

Online	705	91.32%	Offline	67	8.68%
			Total	772	100.00%

Home State Breakdown

Missouri	443	57.46%	Virginia	3	0.39%
Kansas	103	13.36%	Alaska	2	0.26%
Oklahoma	78	10.12%	Indiana	2	0.26%
Arkansas	61	7.91%	Minnesota	2	0.26%
Texas	24	3.11%	New Mexico	2	0.26%
Illinois	8	1.04%	New York	2	0.26%
Kentucky	6	0.78%	North Carolina	2	0.26%
Georgia	5	0.65%	Wisconsin	2	0.26%
Colorado	4	0.52%	Connecticut	1	0.13%
Michigan	4	0.52%	Maryland	1	0.13%
Nebraska	4	0.52%	Pennsylvania	1	0.13%
California	3	0.39%	South Carolina	1	0.13%
Iowa	3	0.39%	Washington	1	0.13%
Mississippi	3	0.39%	Total	771	100.00%

Home Country Breakdown

Denmark	1	100.00%
Total	1	100.00%

First Time Running at this Distance

Marathon	70	38.67%	Half Marathon	126	34.43%

2012 Mother Road Marathon

Sunday, October 14, 2012		2011 Actuals	2012 Actuals	
	Revenue:			
100	**Entry Fees**			
101	Entry Fees FULL	9,700.00	12,615.00	
102	Entry Fees HALF	15,640.00	18,275.00	
103	Entry Fees 5K	5,994.00	6,395.00	
104	Entry Fees Fun Run/Corp Chinge	0.00	0.00	
105	Donations	0.00	0.00	
	Total Entry Fees	31,334.00	37,285.00	
120	**Other Revenue:**			
121	Expo Income	0.00	0.00	
122	Food Vendors	0.00	0.00	
123	Marketing Grant	0.00	0.00	
124	Merchandise Sales	0.00	0.00	
125	Pasta Dinner Tickets	1,085.00	0.00	
126	Petty Cash	0.00	250.00	
127	Poster Sales	0.00	0.00	
	Total Other Revenue	1,085.00	250.00	
130	**Sponsorships:**			
131	Other Sponsorships	0.00	0.00	
132	Pace Setter Sponsorship	0.00	0.00	
133	Photo Rebates	300.00	0.00	
134	Title Sponsorships	0.00	0.00	
	Total Sponsorships	300.00	0.00	
	Total Income	**32,719.00**	**37,535.00**	
	Expenses:			
300	**Administration**			
301	Association Memberships	0.00	80.00	
302	Bank Fees	0.00	0.00	
303	Direct Mail Strategy	0.00	0.00	
304	Insurance	0.00	0.00	
305	Meals & Meetings	114.00	0.00	
306	Office Supplies	0.00	229.19	
307	Permits (noise and parade)	500.00	500.00	
308	Personnel, Course Manager	0.00	0.00	
309	Personnel, Race Director	0.00	0.00	
310	Personnel, Volunteer Coordinator	1,500.00	1,500.00	
311	Petty Cash	0.00	250.00	
312	Postage	320.00	0.00	
313	Public Relations	0.00	0.00	
314	Registration Software Service	2,345.00	1,970.00	
315	Website Design & Maintenance	106.36	161.82	
	Total Administration	4,885.36	4,611.01	
400	**Marketing**			
401	Advertising, Creativity & Design	<5,000>	<5,000>	Lee & Wrysch
402	Advertising, National	17,085.00	13,245.00	
403	Advertising, Regional	0.00	1,600.00	
404	Advertising, Local (Radio)	<5,000>	<5,000>	AMI Radio
405	MRM Promotions - Decals/Pins	582.65	0.00	
404	Survey Monkey	300.00	300.00	
406	Travel, Booth Fees	191.91	1,399.56	
	Total Marketing	18,159.56	16,544.56	
500	**Pre Race Events**			
501	Bags for Race Packets	300.00	719.71	
502	Expo Equipment Rental	0.00	0.00	
503	Expo Facility Fees	0.00	0.00	
504	Packet Pick Up Supplies	453.67	867.81	
505	Pasta Dinner, Beverage	0.00	0.00	
506	Pasta Dinner, Food	1,680.00	0.00	
507	Safety Pins	0.00	0.00	
508	Speaker	0.00	0.00	
	Total Pre Race Events	2,433.67	1,587.52	

2011 Runners	2012 Runners
138	**181**
292	**366**
211	**225**
641	**772**

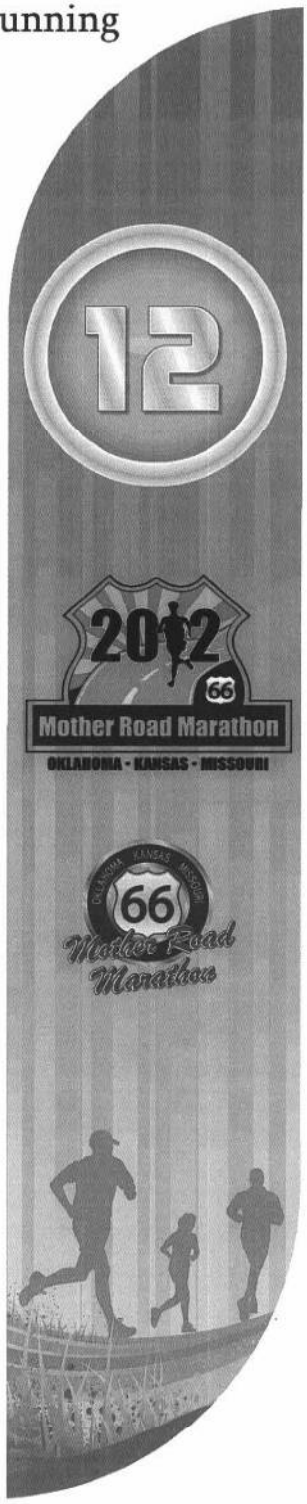
2012 Fee Breaks	FULL	HALF	5K
1/1 - 1/22	$50	$30	$25
1/23 - 6/17	$60	$40	
6/18 - 8/31	$70	$50	
9/1 - 9/30	$80	$60	
10/1 - 10/11	$90	$70	$35
10/12 - 10/13	$100	$80	$50
No race day entries			

600	**Post Race Events (Victory Lane)**			
601	Appreciation (Sponsors and Comte)	0.00	0.00	
602	Awards & Plaques	4,177.71	5,631.00	
603	Beverage, Runners	363.84	340.00	
604	Beverage, Volunteers	432.48	0.00	
605	Entertainment	880.00	1,180.00	
606	Food, Runners	570.00	1,200.16	
607	Food, Volunteers	400.00	345.00	
608	Stage	0.00	0.00	
609	Tent Rentals	275.00	525.00	
610	Ice	256.05	177.00	
	Total Post Race Events	7,355.08	9,398.16	
700	**Race Production**			
701	Cash Prizes	0.00	0.00	
702	Course Certification	1,894.20	0.00	
703	Equipment Rental	1,017.01	1,118.00	
704	Gifts (Sponsors and Committee)	0.00	0.00	
705	H.S. Cups (8oz)	313.38	<900.00>	McDonalds
706	H.S. Energy Mix (cans)	237.44	330.72	
707	H.S. Supplies	0.00	1,017.87	
708	H.S. Water (gallon jugs)	402.48	716.32	
709	Labor (JSA)	725.47	800.00	
710	Medals	1,865.00	3,413.00	
711	Medical Supplies	<10,000>	<10,000>	Freeman Sports
712	Portable Shower Rental	0.00	400.00	
713	Portable Toilets Rental	1,980.00	1,950.00	
714	Printing	180.00	0.00	
715	Race Announcer	0.00	0.00	
716	Race Bibs	303.90	408.80	
717	Services, EMS	0.00	0.00	
718	Services, ICS	0.00	0.00	
719	Services, On Site Security	0.00	0.00	
720	Shirts, Runners, FULL & HALF	4,046.40	8,744.95	
721	Shirts, Runners, 5K	0.00	0.00	
722	Shirts, Volunteers, Basic	1,516.47	1,315.91	
723	Shirts, Volunteers, Medical	481.75	492.10	
724	Signs & Banners <1,000>	1,778.00	1,428.52	Sign Design
725	Sponsor Hospitality	0.00	0.00	
726	Starting Line, 5K	375.00	350.00	
727	Starting Line, FULL	645.00	665.00	
728	Starting Line, HALF	1,115.00	965.00	
729	Storage	0.00	0.00	
730	Supplies, Infrastructure	2,238.69	1,002.16	
731	Timing	4,500.00	4,500.00	
732	Traffic Management (KS/MO)	3,000.00	3,000.00	
733	Transportation, Gear Truck	0.00	0.00	
734	Transportation, Lag Wagons	59.79	97.30	
735	Transportation, Runner Busses	1,869.42	2,365.28	
736	Waste Removal, Dumpsters	300.00	826.00	
737	Water, ICS	0.00	67.66	
738	Water, Runners (Finish)	0.00	79.60	
739	Water, Volunteers	0.00	0.00	
	Total Race Production	30,844.40	36,054.19	
	Total Expenses	**63,678.07**	**68,195.44**	
	Net Results	**(30,959.07)**	**(30,660.44)**	

Current as of 11/28/12

Mother Road Marathon

Record holders following the 2012, 3rd running



Full Marathon

- Male Record: James Webb, 2:46:04, Webb City, MO (2012)
- Female Record: Katie Kramer, 3:13:31, Oklahoma City, OK (2010)
- Local Male Record: Same as male record above (2012)
- Local Female Record: 1st female, 6th overall, Karen Plucinski, 3:29:41, Joplin, MO (2011)

Half Marathon

- Male Record: Mark Dolph, 1:19:11, Tulsa, OK (2010)
- Female Record: Jenna Mutz, 1:32:15, Joplin, MO (2012)
- Local Male Record: 1st male & overall, Matthew Seifert, 1:22:51, Joplin (2011)
- Local Female Record: Same as female record above (2012)

5k Run

- Male Record: Austin Bunn, 17:26, Carthage, MO (2011)
- Female Record (14th overall): Kelly O'Toole, 23:05, Joplin, MO (2010)

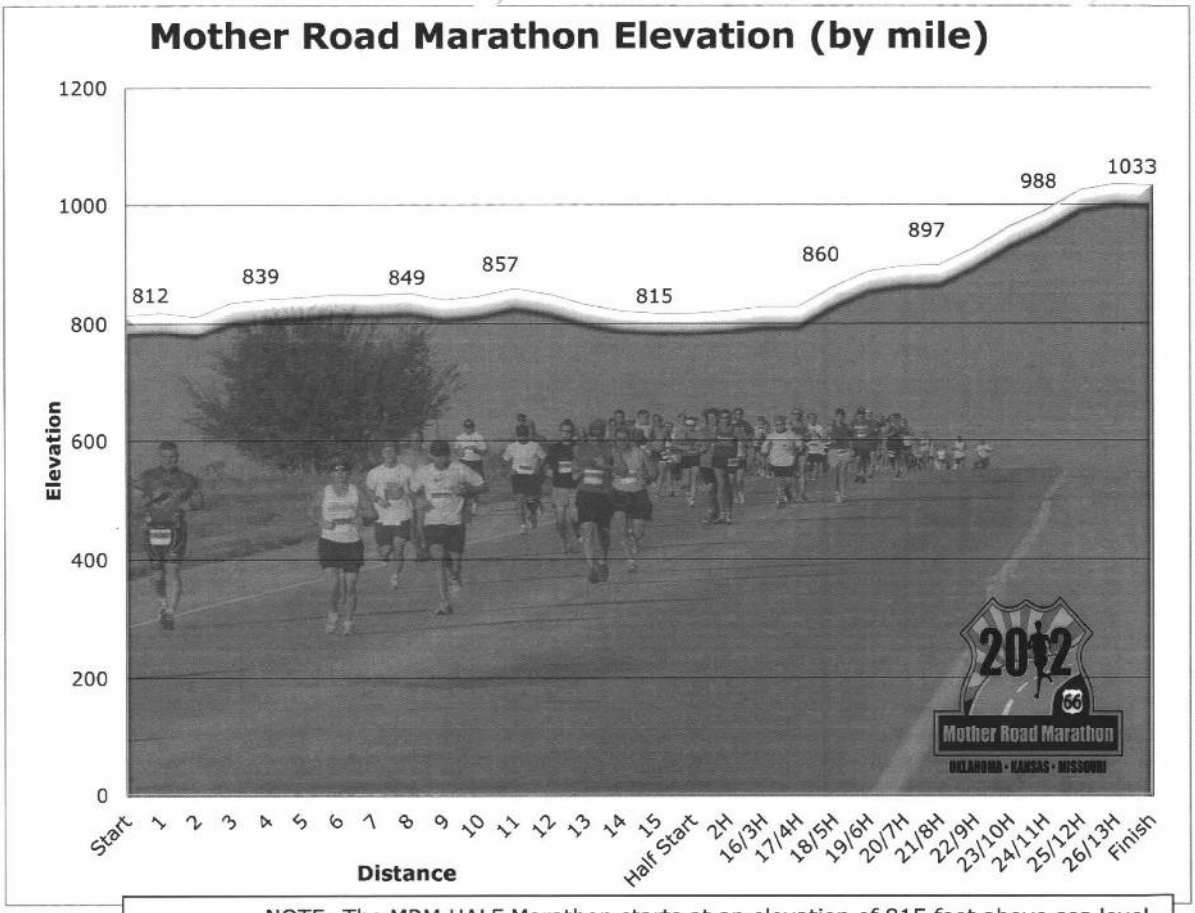
Event History

Inaugural: October 10, 2010 = Full 524, Half 822, 5k 301

2nd Running: October 9, 2011 = Full 138, Half 292, 5k 211

2rd Running, October 14, 2012 = Full 181, Half 366, 5k 225

MILE	ELEV
Start	812
1	816
2	809
3	833
4	839
5	842
6	847
7	846
8	849
9	838
10	844
11	857
12	847
13	830
14	819
15	815
Half Start	815
2H	819
16/3H	826
17/4H	826
18/5H	860
19/6H	886
20/7H	895
21/8H	897
22/9H	926
23/10H	962
24/11H	988
25/12H	1023
26/13H	1033
Finish	1031



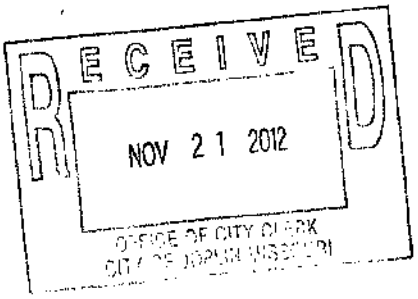
NOTE: The MRM HALF Marathon starts at an elevation of 815 feet above sea level.
At mile 16 of the FULL Marathon and mile 3 of the HALF, both events share the same course.

REQUEST T[illegible] NCIL

TO yor and Members of the Council Date: November 21, 2012

I would like to speak to the City Counc following subject:

Meeting, Storage, And Display Space For The Civil Air Patrol. Currently At The Joplin Regional Airport Old Terminal Building. Civil Air Patrol Was Notified That We Had To Vacate The Building. We Are Currently Seeking A New (Long Term) Location.



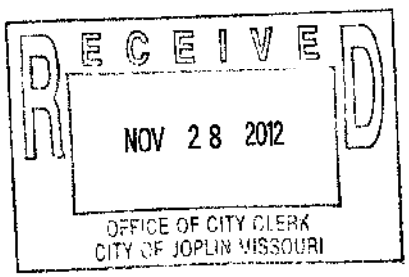
Thank you.
Name: Jered Horn, 1st Lt CAP
Address: 1001 NW Murphy Blvd, Joplin
Daytime Phone: 417-529-5251
Phone No.: 417-627-9267

REQUEST TO ADDRESS COUNCIL

TO: Mayor and Members of the Council Date: 28 NOV 12

I would like to speak to the City Council on the following subject:

CIVIL AIR PATROL — AEROSPACE LEARNING CENTER



Thank you.
Name: ERNIE TRUMBLY
Address: 1202 SOUTH VIEW DR
Daytime Phone:
Phone No.: 434-2194

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 3, 2012

Item: COUNCIL BILL NO. 2012-319
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg OKH Date: 11/21/2012
City Attorney: Brian Head [illegible] Date: 11-27-12
City Manager: R. Mark Rohr RMR Date: 11-27-12
Board or Commission: Planning and Zoning Commission MDW Date: 11/12/2012

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

SUMMARY/REQUEST:
Case 099-12: 2221 N. Florida Avenue – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) for a second-story rental unit – Patricia Harris.

STAFF SUMMARY:
The site is recommended for low-density residential on the Future Land Use Map. However, the lot size of the subject property and surrounding properties are significantly larger than the 7,800 square foot minimum for single-family homes and the 8,000 square foot minimum for two-family homes. A second story dwelling unit would not create a significant increase in residential density in the existing neighborhood.

The proposed rezoning is to allow for the property owner and resident to rent out the second story of her existing residence.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Patricia Harris appeared and stated that she currently resides at 2221 North Florida Avenue. She desires to make an apartment upstairs and live in the lower apartment in that building.

PUBLIC COMMENT:
None.

Z&P Meeting: November 12, 2012
City Council Meeting: December 3, 2012

STAFF PLANNING REPORT
Rezoning

CASE 099-12:

A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) to allow for the rental of a second story dwelling unit.

APPLICANT: Patricia L. Harris

LOCATION: 2221 N. Florida Avenue

REQUESTED ZONING: R-2 (Two-Family Residential)

CORRIDOR: Not Applicable

EXISTING CONDITIONS:

R-1 (Single-Family)	Single-Family	115'x120' / 14,100 ft² / .32 acres

SITE CONTEXT:

	R-1	R-1	C-1	R-1
	Single-family	Single-family	Commercial	Single-family

FUTURE LAND USE:

The site is recommended for low-density residential on the Future Land Use Map. However, the lot size of the subject property and surrounding properties are significantly larger than the 7,800 square foot minimum for single-family homes and the 8,000 square foot minimum for two-family homes. A second story dwelling unit would not create a significant increase in residential density in the existing neighborhood.

TRANSPORTATION:

Florida Avenue	Collector	60'
Vandalia Street	Local	40'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

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 meets the minimum square footage requirements for a two-family home.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

The proposed rezoning is to allow for the property owner and resident to rent out the second story of her existing residence.

Staff recommends approval of Case 099-12.

ENCLOSURES: None

RECEIVED
9-29-12

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
602 South Main Street
Joplin, Missouri 64801
417-6240820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 099-12
Filing Fee: $350
Date Advertised: 10/26/12
Date Notices Sent
Public Hearing Date: 11/12/12

APPLICANT: PATRICIA L. HARRIS PHONE: 417-434-0320
ADDRESS: 2221 N. FLORIDA, JOPLIN, MO. ZIP: 64801
OWNER: PATRICIA L. HARRIS PHONE: 417-434-0320
ADDRESS: 2221 N. FLORIDA, JOPLIN, MO ZIP: 64801
LOCATION OF PROPERTY: 2221 N. FLORIDA, JOPLIN, MO.
LEGAL DESCRIPTION: ALL OF LOTS 71 + 72 IN ROYAL HEIGHTS SUBDIVISION, JOPLIN, JASPER CO. MO.

Present Zoning R1 Requested Zoning: RR Acreage: .32
Present Use of Property: R1

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	R1	
South	5 APARTMENT BLD. + COMERCIAL	
East	R1	
West	R1	

CHARACTER OF THE NEIGHBORHOOD: RESIDENTIAL

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain: No

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: N. FLORIDA + VANDALIA
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: Patricia L. Harris DATE: Sept 23, 12
BY: Patricia L Harris
TITLE: Owner

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



0 75 150 300 450 600 Feet

Case 099-12: A request to rezone from District R-1 (Single-Family Residential) to District R (Two-Family Residential) for a property located at 2221 N. Florida to allow for a second-story dwelling unit. - Patricia Harris

N

Case 099-12: 2221 North Florida Avenue – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) for a second-story rental unit – Patricia Harris.

Mr. Harrington opened the public hearing for Case 099-12.

Ms. Patricia Harris, 2221 North Florida Avenue, Joplin, appeared and stated that she currently resides at this address. She desires to make an apartment upstairs and live in the lower apartment in that building.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 099-12.

MR. BROWN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 099-12 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. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 099-12
Patricia Harris
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-319 **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 property as described below and located at 2221 North Florida 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:

All of Lots numbered 71 and 72 in Royal Heights, an 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: December 3, 2012

Item: COUNCIL BILL NO. 2012-320
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 11/21/2012
City Attorney: Brian Head Date: 11-27-12
City Manager: R. Mark Rohr Date: 11-21-12
Board or Commission: Planning and Zoning Commission MDW Date: 11/12/2012

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

SUMMARY/REQUEST:
Case 100-12: 3003, 3015, and 3023 Connecticut Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-3 PD (Commercial – Planned Development) for future commercial development – Charlie Kuehn.

STAFF SUMMARY:
This site is located along the Connecticut Avenue corridor and is eligible for rezoning subject to site plan review and approval. A site plan for the proposed commercial development was reviewed and approved by the Joplin City Council on October 1, 2012 (Case 087-12; Council Bill No. 2012-310). These three lots were acquired after the first rezoning application was submitted.

The proposed rezoning will allow the applicant to proceed with a planned commercial development that was approved at the October 1, 2012 City Council meeting.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn, Four-State Homes, appeared representing Dr. Sweeney to request the rezoning of the property stated in Case 100-12. He recently rezoned all the property to the east to District C-3-PD but was still negotiating on purchasing these three homes. Within two weeks of rezoning the property to the east, he purchased and closed on those homes. The City Council has seen the new plat with what he is intending to do if this property is rezoned.

Mr. Kuehn showed the commissioners the site plan and the architectural drawings of what is proposed. The building on Connecticut Avenue would actually be a two-story structure with commercial/retail uses on the first floor and professional or medical office space on the second floor. The L-shaped building will be a three-story structure that will be professional and medical office space, with no retail uses in that structure.

Mr. Kuehn explained that everything will meet the requirements of the Comprehensive Plan and noted the importance of landscaping. Prior to rezoning, he conducted a neighborhood meeting and stated that the neighbors had no concerns with this project. He showed the commissioners an aerial view of the proposed development looking from south to north.

Mr. Eastman asked Mr. Kuehn if he will be moving the homes or demolishing them, and his intent is to destroy the homes. He can demolish the homes cheaper and more economically than he can relocate them. He stated that no one has lived in some of the homes for over a year.

Mr. Cortez asked if all three homes in this request are currently vacant, and Mr. Kuehn replied that there is a tenant still in one of the homes. The tenants still have six months on their lease, and he has agreed to let them stay the term of their lease. He stated that they were all rental houses prior to him purchasing them.

Mr. Landrith appreciated everything Mr. Kuehn is doing in the area of 30th Street and Connecticut Avenue and thanked him for his efforts.

PUBLIC COMMENT:
None.

Z&P Meeting: November 12, 2012
City Council Meeting: December 3, 2012

STAFF PLANNING REPORT
Rezoning

CASE 100-12:

A request to rezone from District R-1 (Single-Family Residential) to District C-3 PD (Commercial – Planned Development) for future commercial development.

APPLICANT: Charles Kuehn

LOCATION: 3003, 3015 & 3023 Connecticut Avenue

REQUESTED ZONING: C-3 PD (Commercial – Planned Development)

CORRIDOR: Connecticut Avenue – Site Plan Required

EXISTING CONDITIONS:

R-1 (Single-Family)	Single-Family	160' x 225' / 36,000 ft² / .83 acres

SITE CONTEXT:

	C-3 PD	C-3 PD	C-3 PD	C-1
	Undeveloped	Undeveloped	Single-Family	Commercial

FUTURE LAND USE:

This site is located along the Connecticut Avenue corridor and is eligible for rezoning subject to site plan review and approval. A site plan for the proposed commercial development was reviewed and approved by the Joplin City Council on October 1, 2012 (Case 087-12; Council Bill No. 2012-310). These three lots were acquired after the first rezoning application was submitted.

TRANSPORTATION:

Connecticut Avenue	Minor Arterial	80'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

The proposed rezoning will allow the applicant to proceed with a planned commercial development that was approved at the October 1, 2012 City Council meeting.

Staff recommends approval of Case 100-12.

ENCLOSURES:

Approved site plan

RECEIVED
10-2-12

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 10-12
Filing Fee: $350
Date Advertised: 10/28/12
Date Notices Sent
Public Hearing Date: 11/12/12

APPLICANT: Charles Knehr PHONE: 825-3907
ADDRESS: 620 McConnell ZIP: 64801
OWNER: David Sweeney PHONE:
ADDRESS: 3010 Connecticut ZIP: 64804
LOCATION OF PROPERTY: 30th & Connecticut
LEGAL DESCRIPTION: 3003 Connecticut Blackburn's Sub Lt 6 Ex S.65' 3015 & 3023 Connecticut

Present Zoning R-1 Requested Zoning: C-3 Acreage: .65
Present Use of Property: Rental Homes

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Rental Homes & Residental	R-1
South	Commerical	C-3 PD
East	Commerical	C-3 PD
West	Commerical	C-3

CHARACTER OF THE NEIGHBORHOOD: Commerical, Medical office space, & Banking on South, East, & west side. Residental on North

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain: NO

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Connecticut
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 75'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: [signature] DATE: 10-2-12
BY: _____
TITLE: Managing Member

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



Case 100-12: A request to rezone from District R-1 (Single-Family Residential) to District C-PD (Commercial - Planned Development) for properties located at 3003, 3015, and 3023 Connecticut Avenue for future commercial development. - Charles Kuehn

N


PARK
HIGHLAND
30TH STREET
ONNECTICUT
ENTRY TOWER AND SIGN
DECORATIVE WALL TO SCREEN
ENTRY TOWER AND SIGN
LOW ENTRY WALL WITH SIGNAGE
32nd Street

Case 100-12: 3003, 3015, and 3023 Connecticut Avenue – A request to rezone from District R-1 (Single-Family Residential) to District C-3 PD (Commercial – Planned Development) for future commercial development – Charlie Kuehn.

Mr. Harrington opened the public hearing for Case 100-12.

Mr. Charles Kuehn, Four-State Homes, 620 McConnell Avenue, Joplin, appeared representing Dr. Sweeney to request the rezoning of the property stated in Case 100-12. He recently rezoned all the property to the east to District C-3-PD but was still negotiating on purchasing these three homes. Within two weeks of rezoning the property to the east, he purchased and closed on those homes. The City Council has seen the new plat with what he is intending to do if this property is rezoned.

Mr. Kuehn showed the commissioners the site plan and the architectural drawings of what is proposed. The building on Connecticut Avenue would actually be a two-story structure with commercial/retail uses on the first floor and professional or medical office space on the second floor. The L-shaped building will be a three-story structure that will be professional and medical office space, with no retail uses in that structure.

Mr. Kuehn explained that everything will meet the requirements of the Comprehensive Plan and noted the importance of landscaping. Prior to rezoning, he conducted a neighborhood meeting and stated that the neighbors had no concerns with this project. He showed the commissioners an aerial view of the proposed development looking from south to north.

Mr. Harrington asked for questions from the commissioners.

Mr. Eastman asked Mr. Kuehn if he will be moving the homes or demolishing them, and his intent is to destroy the homes. He can demolish the homes cheaper and more economically than he can relocate them. He stated that no one has lived in some of the homes for over a year.

Mr. Cortez asked if all three homes in this request are currently vacant, and Mr. Kuehn replied that there is a tenant still in one of the homes. The tenants still have six months on their lease, and he has agreed to let them stay the term of their lease. He stated that they were all rental houses prior to him purchasing them.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 100-12.

MR. LANDRITH MOVED, SECONDED BY MR. CORTEZ, THAT CASE 100-12 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. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Mr. Landrith appreciated everything Mr. Kuehn is doing in the area of 30th Street and Connecticut Avenue and thanked him for his efforts.

P & Z Case 100-12
Charlie Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-320 **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-3-PD property as described below and located at 3003, 3015, and 3023 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 C-3-PD:

All of Lots numbered 5 and 6 in Blackburn's Subdivision, an 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: December 3, 2012

Item: COUNCIL BILL NO. 2012-321
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 11/21/2012
City Attorney: Brian Head BH Date: 11-27-12
City Manager: R. Mark Rohr RMR Date: 11-27-12
Board or Commission: Planning and Zoning Commission MDW Date: 11/12/2012

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

SUMMARY/REQUEST:
Case 101-12: Southeast corner of 20th Street and Connecticut Avenue – A request to rezone from District R-3 (Apartment House District) to District C-3 PD (Commercial – Planned Development) for the development of a convenience store – Casey's Marketing Company.

STAFF SUMMARY:
The proposed rezoning is for the development of a Casey's General Store (gas station/ convenience store). The development will have a 4,223 square foot convenience store and 8 pump islands for 16 vehicles.

Access Management: The site will have two points of access. The Connecticut Avenue access will be a right-in, right-out approach, as it is located within 150' to 250' of a signalized intersection. The applicant has come to an agreement with the adjacent property owner to allow for a joint access on 20th Street. The joint access will allow for the site to have a full access approach on 20th Street.

Parking: A total of 21 parking spaces have been provided, including 1 ADA space.

Building Design & Materials: The site will contain a 4,223 square foot building. The exterior of the building will be primarily brick with EIFS above.

Landscaping and Open Space: The site has provided required landscaping, including street trees. Shrubs will be provided along Connecticut Avenue and the eastern side of the property.

Buffering: Apartments (Zoning District R-3) are planned to the south and east of the property. The necessary buffer area has been provided, including a 10' landscaped buffer with 6' fence and a 20' landscaped buffer.

Site Amenities: The 2012 Comprehensive Plan required developments at major intersections to have site amenities. Casey's is planning an outdoor patio/picnic space on the east side of the building.

Stormwater Management: Due to the limited size of the site, underground detention will be provided on site.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Ross Henson, Archer Elgin Engineering, appeared and explained that they are the site engineers for Casey's on this project. They are proposing a 4,200 square foot retail store on the corner with access off of Connecticut Avenue and 20th Street.

PUBLIC COMMENT:
None.

Z&P Meeting: November 12, 2012
City Council Meeting: December 3, 2012

STAFF PLANNING REPORT
Rezoning

CASE 101-12:

A request to rezone from District R-3 (Apartment House Residential) to District C-3 PD (Commercial – Planned Development) for future commercial development.

APPLICANT: Casey's Marketing Company

LOCATION: Southeast Corner of 20th Street and Connecticut Avenue

REQUESTED ZONING: C-3 PD (Commercial – Planned Development)

CORRIDOR: 20th Street & Connecticut Avenue – Site Plan Required

---

EXISTING CONDITIONS:

R-3 (Apartment House)	Vacant (Former Apartments)	266' x 220' / 58,240 ft² / 1.34 acres

SITE CONTEXT:

	C-1 & C-O PD	R-3	R-3	C-1 PD
	Vacant (Former Commercial)	Vacant (Former Apartments)	Vacant (Former Apartments)	Vacant (Former Commercial)

FUTURE LAND USE:

This site is located along both the 20th Street and Connecticut Avenue corridors and is eligible for rezoning subject to site plan review and approval.

TRANSPORTATION:

20th Street	Minor Arterial	80'
Connecticut Avenue	Minor Arterial	80'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

The proposed rezoning is for the development of a Casey's General Store (gas station/convenience store). The development will have a 4,223 square foot convenience store and 8 pump islands for 16 vehicles.

Access Management: The site will have two points of access. The Connecticut Avenue access will be a right-in, right-out approach, as it is located within 150' to 250' of a signalized intersection. The applicant has come to an agreement with the adjacent property owner to allow for a joint access on 20th Street. The joint access will allow for the site to have a full access approach on 20th Street.

Parking: A total of 21 parking spaces have been provided, including 1 ADA space.

Building Design & Materials: The site will contain a 4,223 square foot building. The exterior of the building will be primarily brick with EIFS above.

Landscaping and Open Space: The site has provided required landscaping, including street trees. Shrubs will be provided along Connecticut Avenue and the eastern side of the property.

Buffering: Apartments (Zoning District R-3) are planned to the south and east of the property. The necessary buffer area has been provided, including a 10' landscaped buffer with 6' fence and a 20' landscaped buffer.

Site Amenities: The 2012 Comprehensive Plan required developments at major intersections to have site amenities. Casey's is planning an outdoor patio/picnic space on the east side of the building.

Stormwater Management: Due to the limited size of the site, underground detention will be provided on site.

Staff recommends approval of Case 101-12.

ENCLOSURES:

Site plan

Building elevations

Landscape plan

Dumpster enclosure plan

Signage plan

Grading plan

Utility plan

Images of proposed building, signage, and mechanical screening

RECEIVED
10-4-12

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.: 10-8-12
Filing Fee: $350
Date Advertised: 10/28/12
Date Notices Sent
Public Hearing Date: 11/12/12

APPLICANT: Casey's Marketing Company PHONE: 515 965-6597
ADDRESS: One Convenience Blvd, Ankeny, IA ZIP: 50021
OWNER: Schroeder Investments, LLC PHONE:
ADDRESS: 3609 E. 20th Street Joplin, MO ZIP: 64804
LOCATION OF PROPERTY: E.20th Street and S Connecticut Ave
LEGAL DESCRIPTION: See attached

Present Zoning R-3 Requested Zoning: C-3PD Acreage: 1.34 acres
Present Use of Property: open ground

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	open	C1 and CO-PD
South	open	R-3 PD
East	open	R-3 PD
West	open	C1-PD

CHARACTER OF THE NEIGHBORHOOD:

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: 20th Street and Connecticut Ave
2. Classification of Street(s):
   Arterial x Collector _____ Local _____
3. Right-of-Way Width: 80'
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? 58,243 sq ft
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? onsite detention
4. Utility Easements:
   Electricity? no
   Gas? no
   Sewers? no
   Water? no
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 10/3/12
BY: Rick Schroeder
TITLE: Owner

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



0 75 150 300 450 600 Feet

Case 101-12: A request to rezone from District R-3 (Apartment House Residential) to District C-3 PD (Commercial - Planned Development) for a property located at the southeast corner of 20th Street and Connecticut Avenue for the development of a convenience store. - Casey's Marketing Company

N

Case 101-12: Southeast corner of 20th Street and Connecticut Avenue – A request to rezone from District R-3 (Apartment House District) to District C-3 PD (Commercial – Planned Development) for the development of a convenience store – Casey's Marketing Company.

Mr. Harrington opened the public hearing for Case 101-12.

Mr. Ross Henson, Archer Elgin Engineering, Rolla, Missouri, appeared and explained that they are the site engineers for Casey's on this project. They are proposing a 4,200 square foot retail store on the corner with access off of Connecticut Avenue and 20th Street.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 101-12.

MR. CORTEZ MOVED, SECONDED BY MR. SMITH, THAT CASE 101-12 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. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 101-12
Casey's Marketing Company
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-321 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3 and including in District C-3-PD property as described below and located at the southeast corner of 20th 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-3 and including same in District C-3-PD:

A fractional part of Lots 4 and 5 of Southmorland Acres, Joplin, Missouri more particularly described as follows: Commencing at the Northwest Corner of Lot 5 of said Southmorland Acres; thence South 89°54'10" East, 39.65 feet along the North line of said Lot 5; thence South 0°05'50" West, 10.00 feet; thence South 89°54'10" East, 47.28 feet to the intersection of the East right of way of Connecticut Avenue and the South right of way of 20th Street, the true point of beginning of the hereinafter described tract: Thence South 89°53'40" East, 185.39 feet along said South right of way of 20th Street; thence South 1°09'10" West, 220.05 feet; thence North 89°54'30" West, 266.05 feet to the aforesaid East right of way of Connecticut Avenue; thence North 2°00'30" East, 142.92 feet, and, northeasterly, 122.89 feet along the arc of a curve, concave southeasterly with a radius of 80.00 feet, the chord of which is North 46°05'30" East, 111.16 feet, all along said East right of way to the true point of beginning. Above described tract contains 1.31 acre, more or less.

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.

Council Bill No.2012-321

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

ATTEST: _____
Melodee Colbert-Kean, Mayor

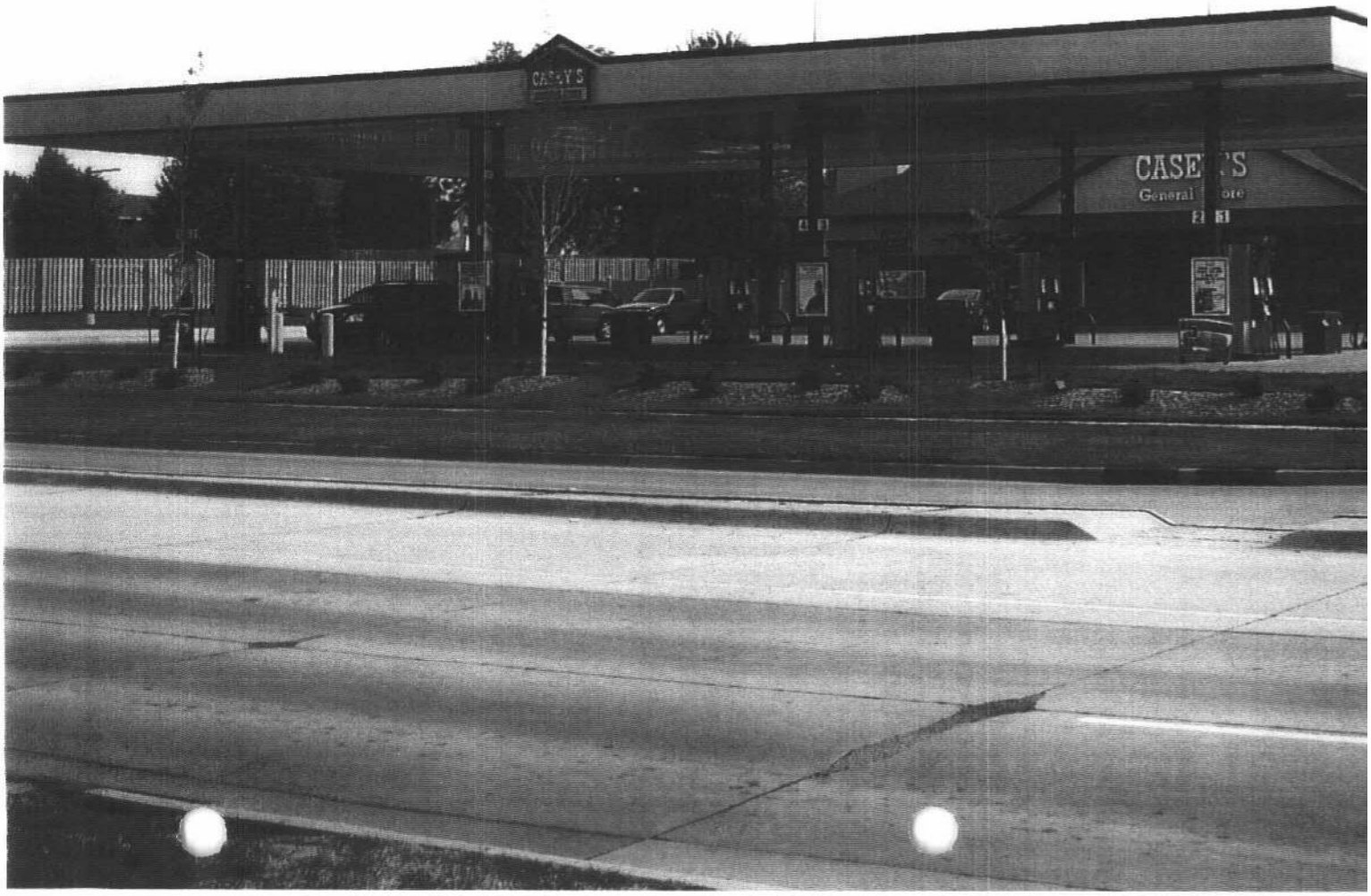
_____
Barbara L. Hogelin, City Clerk

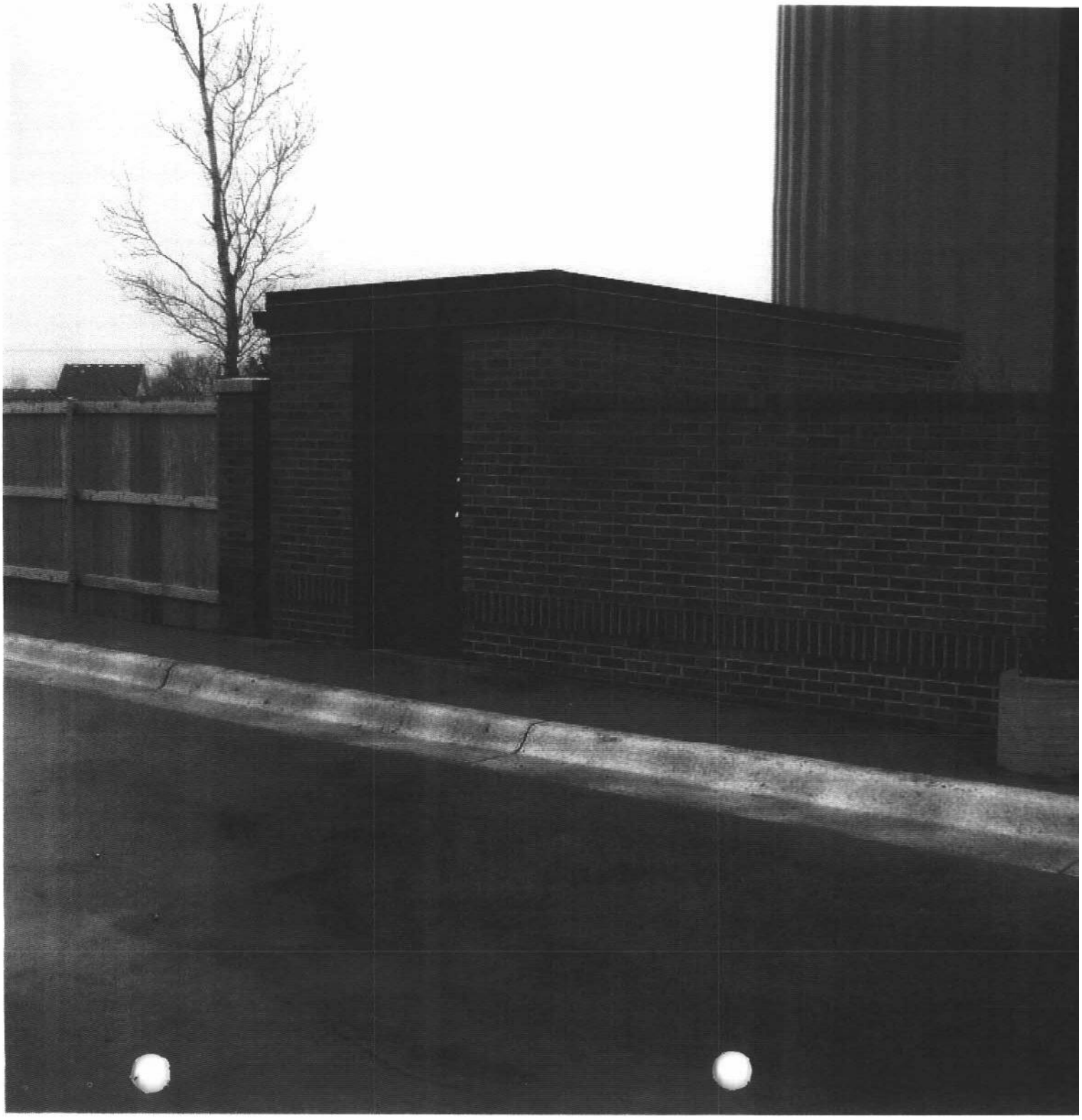
APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney


CASEY'S
GENERAL STORE
SUPER UNL
PREMIUM
DIESEL
CASEY'S
CASEY'S


CASEY'S

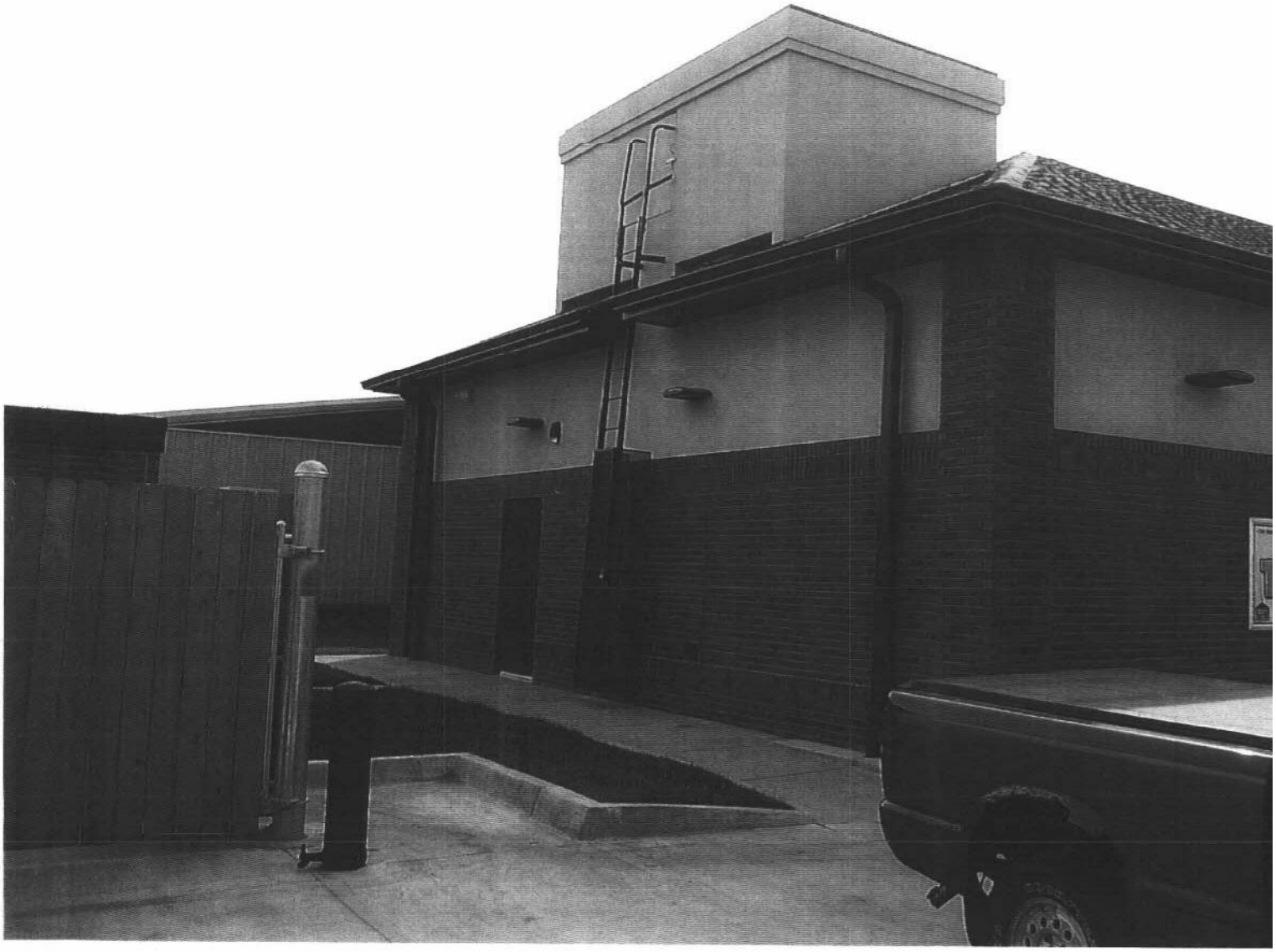

CASEY'S
CASE'S
General






Blue Rhino
EMERGENCIES: 1.800.258.7466
NO SMOKING
FLAMMABLE LP GAS
Blue Rhino
EMERGENCIES: 1.800.258.7466
NO SMOKING
FLAMMABLE LP GAS





City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 3, 2012

Item: COUNCIL BILL NO. 2012-322
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DKH Date: 11/21/2012
City Attorney: Brian Head Date: 11-27-12
City Manager: R. Mark Rohr Date: 11-27-12
Board or Commission: Planning and Zoning Commission MDW Date: 11/12/2012

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

SUMMARY/REQUEST:
Case 104-12: 1934 Murphy Boulevard – A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for future commercial development – Kimberly Wood.

STAFF SUMMARY:
The proposed rezoning is for the development of a medical office and a reception hall.

Access Management: The site will have two points of access: one access from Murphy Boulevard and one access from 20th Street. A future cross access drive is proposed that will lead to the property to the west that may be rezoned and redevelop as commercial in the future.

Parking: A total of 38 parking spaces have been provided, including 4 ADA spaces.

Building Design & Materials: The site will contain an approximately 6,300 square foot building. The exterior of the building will be a mixture of EIFS and stone, with a stone base. The applicant is pursuing a Tuscan-look that will tie in with the proposed landscaping. The building will feature a bell tower.

Landscaping and Open Space: The site has provided extensive landscaping, including street and parking lot trees. Small trees and shrubs have been provided around the building. A garden area has been provided near the intersection of 20th Street and Murphy Boulevard overlooking Campbell Park. The garden will include several trees, shrubs, flowers, and a gazebo.

Buffe ıtial (Zoning District R-1) will be redeveloped to the north of the property. The r er area has been provided, including a 10' landscaped buffer with 6' polyvinyl fence.

Site Amenities: The 2012 Comprehensive Plan requires developments at major intersections to have site amenities. A garden area and gazebo will be provided at the intersection of 20th Street and Murphy Boulevard.

Staff recommends approval of this request.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Eastman wished to abstain from the discussion and vote on Case 104-12 since his real estate company is involved in this transaction. He left the Council Chambers at this point.

Mr. Kyle Denham, PLJBD Architects, appeared to request the rezoning of property located at 1934 Murphy Boulevard. The irregular-shaped property contained a single-family residence before the tornado. His client, Dr. Wood, would like to develop the property with a two-structure with a Tuscan themed exterior look. The lower floor would house her medical practice, with the upper floor being a reception hall/event center for smaller events.

Mr. Denham explained that the property would be landscaped in accordance with the new development guidelines for the 20th Street Corridor. There will be sufficient parking space to accommodate the smaller event center and the medical practice. Events would not coincide during Dr. Wood's practice hours.

Mr. Denham stated that Allgeier-Martin & Associates are working on the stormwater detention. There will not actually be any detention on-site, in that the City staff is planning a detention area across Murphy Boulevard in the green space along the parkway.

Mr. Cortez mentioned that Dr. Wood is his personal physician and asked if he should abstain from the discussion and vote on this request. Mr. Harrington replied that he wouldn't need to abstain if he feels he can make an honest decision. Mr. Cortez felt that he could make an honest decision.

Dr. Kimberly Wood explained that the actual elevation from the current house site is exactly the same one-story elevation. She stated that the previous one-story house was on top of the hill, with her building being one story on top of the hill. The lower story is a walk-out level intended primarily for a storm shelter and for her clinic.

Dr. Wood explained that the elevation of what is visible from 20th Street would be no higher than the previous house. She stated that the lower story would not add any elevation to the building, and that the hill would suffice for that. The previous house has had one driveway entrance off Murphy Boulevard and one entrance from 20th Street, and that she would be preserving that same driveway as her parking area.

Dr. Wood explained that the clinic entrance would be from Murphy Boulevard, which has less traffic, for patients and elderly people to not have to be on the busy street. For anything related

to any reception activities, she has planned a gate so Murphy Boulevard would not have increased traffic during the evening, so all traffic would be inclined to leave towards 20th Street and not disturb the neighborhood. She addressed these issues specifically with the people she visited with, with an eye towards the natural situation of this being a park-like neighborhood, primarily residential on the one end and yet meeting with the commercial on 20th Street.

Dr. Wood thought the bell tower would actually be attractive and something that the people in the neighborhood would enjoy looking at.

Mr. Landrith discussed one of the greatest problems with the redevelopment is the absence of trees and how hilly parts of Joplin area. Dr. Wood will be adding a garden and tree area, and she hopes to have income from the practice and property to be donating on a regular basis to restore that park by planting as many trees as she can manage. She recognized that this park will be one of the most beautiful parks in Joplin, and she intends to help keep it that way.

PUBLIC COMMENT:
Mr. Arnold Nicholas, owner of property at 2608 East 20th Street, appeared in opposition to the request and expressed concern about spot zoning and a two-story building in this location. He could support this plan if the building as modified to be a one-story nicely developed building but did not believe the two-story building fits with the surrounding area. He also expressed concern about children going back and forth across busy Murphy Boulevard from the event center to the park.

Z&P Meeting: November 12, 2012
City Council Meeting: December 3, 2012

STAFF PLANNING REPORT
Rezoning

CASE 104-12:

A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for future commercial development.

APPLICANT: Kimberly Wood

LOCATION: 1934 Murphy Boulevard

REQUESTED ZONING: C-1 PD (Neighborhood Commercial – Planned Development)

CORRIDOR: 20th Street – Site Plan Required

EXISTING CONDITIONS:

R-1 (Single-Family Residential)	Vacant (Former Single-Family)	42,550 ft² / .98 acres

SITE CONTEXT:

	R-1	R-1	R-1	R-1
	Vacant (Former Single-Family)	Campbell Park	Vacant (Former Single-Family)	Vacant (Former Single-Family)

FUTURE LAND USE:

This site is located along the 20th Street corridor and is eligible for rezoning subject to site plan review and approval.

TRANSPORTATION:

20th Street	Minor Arterial	80'
Murphy Boulevard	Minor Arterial	80'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

The proposed rezoning is for the development of a medical office and a reception hall.

Access Management: The site will have two points of access: one access from Murphy Boulevard and one access from 20th Street. A future cross access drive is proposed that will lead to the property to the west that may be rezoned and redevelop as commercial in the future.

Parking: A total of 38 parking spaces have been provided, including 4 ADA spaces.

Building Design & Materials: The site will contain an approximately 6,300 square foot building.

The exterior of the building will be a mixture of EIFS and stone, with a stone base. The applicant is pursuing a Tuscan-look that will tie in with the proposed landscaping. The building will feature a bell tower.

Landscaping and Open Space: The site has provided extensive landscaping, including street and parking lot trees. Small trees and shrubs have been provided around the building. A garden area has been provided near the intersection of 20th Street and Murphy Boulevard overlooking Campbell Park. The garden will include several trees, shrubs, flowers, and a gazebo.

Buffering: Residential (Zoning District R-1) will be redeveloped to the north of the property. The necessary buffer area has been provided, including a 10' landscaped buffer with 6' polyvinyl fence.

Site Amenities: The 2012 Comprehensive Plan requires developments at major intersections to have site amenities. A garden area and gazebo will be provided at the intersection of 20th Street and Murphy Boulevard.

Staff recommends approval of Case 104-12.

ENCLOSURES:

Site plan/landscape plan

Building elevations

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

RECEIVED 10-5-12

For Office Use Only
Case No.: 104-12
Filing Fee: $350
Date Advertised: 10/26/12
Date Notices Sent
Public Hearing Date: 11/12/12

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

APPLICANT: KIMBERLY WOOD PHONE: 624.4701
ADDRESS: 819 32ND STREET ZIP: 64802
OWNER: FLOYD BELK PHONE: 624-4989
ADDRESS: ZIP:
LOCATION OF PROPERTY: 1934 MURPHY BLVD.
LEGAL DESCRIPTION:

Present Zoning R-1 Requested Zoning: C-1 Acreage: 0.89
Present Use of Property: VACANT - FORMERLY A SINGLE FAMILY RESIDENCE

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	RESIDENTIAL	R-1
South	RESIDENTIAL	R-1
East	CAMPBELL PARK	
West	RESIDENTIAL	R-1

CHARACTER OF THE NEIGHBORHOOD: WAS RESIDENTIAL BEFORE 2011 TORNADO, NOW IT IS TRANSFORMING INTO COMMERCIAL

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20TH, MURPHY BLVD
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: OCT. 5, 2012
BY: KIMBERLY WOOD
TITLE: _____

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



Case 104-12: A request to rezone from District R-1 (Single-Family Residential) to District C[illegible] PD (Neighborhood Commercial - Planned Development) for a property located at 1934 Murphy Boulevard for future commercial development. - Kimberly Wood

N

Case 104-12: 1934 Murphy Boulevard – A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for future commercial development – Kimberly Wood.

Mr. Eastman wished to abstain from the discussion and vote on Case 104-12 since his real estate company is involved in this transaction. He left the Council Chambers at this point.

Mr. Harrington opened the public hearing for Case 104-12.

Mr. Kyle Denham, PLJBD Architects, 303 South Main Street, Joplin, appeared to request the rezoning of property located at 1934 Murphy Boulevard. The irregular-shaped property contained a single-family residence before the tornado. His client, Dr. Wood, would like to develop the property with a two-structure with a Tuscan themed exterior look. The lower floor would house her medical practice, with the upper floor being a reception hall/event center for smaller events.

Mr. Denham explained that the property would be landscaped in accordance with the new development guidelines for the 20th Street Corridor. There will be sufficient parking space to accommodate the smaller event center and the medical practice. Events would not coincide during Dr. Wood's practice hours.

Mr. Denham stated that Allgeier-Martin & Associates are working on the stormwater detention. There will not actually be any detention on-site, in that the City staff is planning a detention area across Murphy Boulevard in the green space along the parkway.

Mr. Cortez mentioned that Dr. Wood is his personal physician and asked if he should abstain from the discussion and vote on this request. Mr. Harrington replied that he wouldn't need to abstain if he feels he can make an honest decision. Mr. Cortez felt that he could make an honest decision.

Mr. Harrington asked for comments from the audience.

Mr. Arnold Nicholas, owner of property at 2608 East 20th Street, Joplin, appeared in opposition to the request. He expressed concern about spot zoning and thought the building should be modified, in that he did not believe the two-story building fits with the surrounding area. He stated that this property is the highest point in the whole area and expressed concern about a two-story building in this location. He stated that most of the buildings in this area are ranch-style smaller homes.

Mr. Nicholas could support this plan if the building was modified to be a one-story nicely developed building. He understood that the reason for the event center is the idea of the park across Murphy Boulevard, which is a busy street, and he expressed concern about children going back and forth across the busy street to the park. He expressed concern about party-type events in the middle of what is primarily a residential area.

Mr. Nicholas supported Ness Architects since their business fits in with the surrounding area. He also thought the doctor's office fits in with the area, but the second story with the party venue does not. He recommended asking the applicants to modify their plan.

Dr. Kimberly Wood, 819 East 32nd Street, Joplin, appeared and explained that the actual elevation from the current house site is exactly the same one-story elevation. She stated that the previous one-story house was on top of the hill, with her building being one story on top of the hill. The lower story is a walk-out level intended primarily for a storm shelter and for her clinic.

Dr. Wood explained that the elevation of what is visible from 20th Street would be no higher than the previous house. She stated that the lower story would not add any elevation to the building, and that the hill would suffice for that. The previous house has had one driveway entrance off Murphy Boulevard and one entrance from 20th Street, and that she would be preserving that same driveway as her parking area.

Dr. Wood explained that the clinic entrance would be from Murphy Boulevard, which has less traffic, for patients and elderly people to not have to be on the busy street. For anything related to any reception activities, she has planned a gate so Murphy Boulevard would not have increased traffic during the evening, so all traffic would be inclined to leave towards 20th Street and not disturb the neighborhood. She addressed these issues specifically with the people she visited with, with an eye towards the natural situation of this being a park-like neighborhood, primarily residential on the one end and yet meeting with the commercial on 20th Street.

Dr. Wood thought the bell tower would actually be attractive and something that the people in the neighborhood would enjoy looking at.

Mr. Landrith discussed one of the greatest problems with the redevelopment is the absence of trees and how hilly parts of Joplin area. Dr. Wood will be adding a garden and tree area, and she hopes to have income from the practice and property to be donating on a regular basis to restore that park by planting as many trees as she can manage. She recognized that this park will be one of the most beautiful parks in Joplin, and she intends to help keep it that way.

Mr. Harrington asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 104-12.

MR. SMITH MOVED, SECONDED BY MR. LANDRITH, THAT CASE 104-12 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. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; WITH MR. EASTMAN ABSTAINING; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSTENTION, AND 1 ABSENT).

Mr. Eastman returned to the dais at this point.

P & Z Case 104-12
Kimberly Wood
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-322 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1-PD property as described below and located at 1934 Murphy Boulevard in the City of Joplin, Jasper County, Missouri.

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

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

All that part of Miscellaneous Tract Numbered Twelve (12) in Section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, described as: Beginning at a point 394.00 feet East and 30.00 feet North of the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 12, thence North 1°59' East 160 feet, thence Northeasterly 58.90 feet to the West line of Murphy Boulevard, thence Southeasterly along Murphy Boulevard 157.67 feet to a point of curve, thence in a Southerly direction along a curve with an intersection angle of 135 degrees and a radius of 50.00 feet, a distance of 117.81 feet, thence West 127.43 feet to the point of beginning, all being in the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, also All that part of Miscellaneous Tract Number Twelve (12), in Section 12, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, described as follows: Commencing at a point 30 feet North and 272.00 feet East of the Southwest corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 12, Township 27, Range 33, thence North 18°24' East 63.20 feet, thence North 30°40' East 37.0 feet, thence North 3°35' West 58.22 feet, thence North 1°59' East 27.34 feet, thence North 73°37' East 126.32 feet to the West line of Murphy Boulevard, thence South 45°0' East 22.42 feet, thence South 50°53' West 58.90 feet, thence South 1°59' West 160.0 feet, thence West 122.0 feet to the point of beginning., EXCEPT commencing at a point 30.00 feet North and 272.00 feet East of the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 12, thence North 18°24'00" East 10.54 feet to the point of beginning, said point being on the present North right-of-way line of 20th Street, thence Continuing North 18°24'00" East 52.66 feet, thence North 30°40'00" East 15.78 feet, thence South 10°04'29" East 64.52 feet to a point on said right-of-way line, thence South 89°58'35" West along said right-of-way line 35.96 feet to the point of beginning, AND

All that part of Miscellaneous Tract Numbered Twelve (12) in Section 12, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, described as follows: Commencing at a point 30.00 feet North and 272.00 feet East of the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 12, thence North 18°24'00" East 63.20 feet, thence North 30°40'00" East 15.78 feet to the point of beginning, thence continuing North 30°40'00" East 21.22 feet, thence North 03°35'00" West 58.22 feet, thence North 01°59'00" East 27.34 feet, thence South 73°37'00" West 26.30 feet, thence South 10°04'29" East 97.77 feet to the point of beginning.

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

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

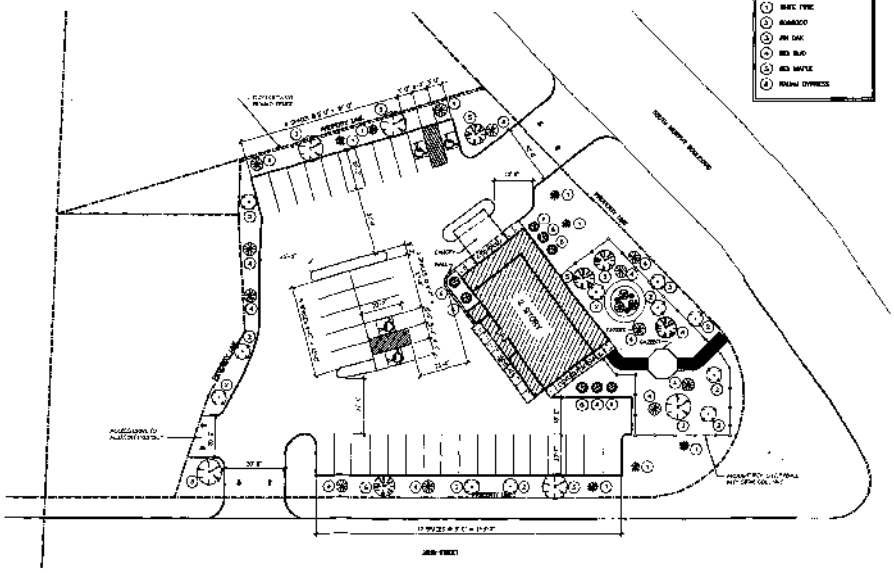
ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney



LANDSCAPE PLAN

PATTERSON LATIMER JONES BRANNON BENHAM

Consultant

A New Office
FOR
Dr. Kimberly Wood
JOPLIN, JASPER COUNTY, MISSOURI

20th and Murphy Blvd
Joplin, Jasper County,
Missouri

DATE
November 2012

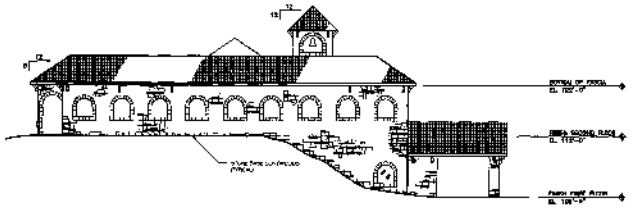
REVISIONS

PROJECT NUMBER
No. 3012-05

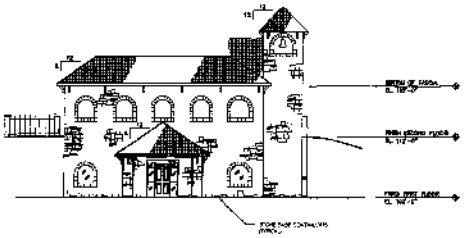
LANDSCAPE PLAN

SHEET NUMBER
A1.2

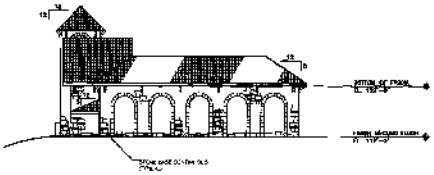
Cindy 12/4/12



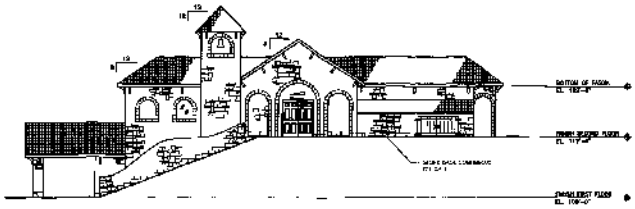
EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION

PATTERSON LATHEM JONES BRANNON DENHAM

Consultant

A New Office
FOR
Dr. Kimberly Wood
JOPLIN, JASPER COUNTY, MISSOURI

2041 Grand Murphy Blvd.
Joplin, Jasper County,
Missouri

DATE
November 2012

REVISIONS

PROJECT NUMBER
06-2012-02

Exterior Elevations

SHEET NUMBER
A3.1

Ci City Council Agenda Item

Requested Council Meeting Date: December 3, 2012

Item: COUNCIL BILL NO. 2012-323
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DRH Date: 11/21/2012
City Attorney: Brian Head Date: 11-27-12
City Manager: R. Mark Rohr RMR Date: 11-27-12
Board or Commission: Planning and Zoning Commission MBW Date: 11/12/2012

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

SUMMARY/REQUEST:
Case 103-12: 3300 Block of South Range Line Road – A request for a final plat for "Darrell L. Rogers 2008 Trust Addition" – Darrell L. Rogers.

STAFF SUMMARY:
This plat is for two lots in the 3300 Block of South Range Line. A building permit has been issued for a Sonic Drive-In on Lot 1 (south lot). There will be two access drives between Lots 1 and 2 that will be completed when Lot 2 (north lot) is developed.

Staff recommends approval of this final plat.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jerald Norton, Tri-State Engineering, appeared representing Mr. Rogers to request the review of the final plat for "Darrell L. Rogers 2008 Trust Addition."

PUBLIC COMMENT:
None.

Z&P Meeting: November 12, 2012
City Council Meeting: December 3, 2012

STAFF PLANNING REPORT
Final Plat

CASE 103-12:

Final Plat review for Darrell L. Rogers 2008 Trust Addition.

NAME OF SUBDIVISION: Darrell L. Rogers 2008 Trust Addition

LOCATION: 3300 Block of S. Range Line Road

APPLICANT: Darrell L. Rogers / Tri-State Engineering, Inc.

PRESENT ZONING: C-3 (Commercial)

PRESENT LAND USE: Vacant (Former gas station and motel)

SITE CONTEXT:

	C-3	C-3	C-3	C-3
	Hotel	Undeveloped	Gas Station	Hotel & Drive-thru Restaurant

SUBDIVISION:

2	Lot 1 (2.10 acres)	Lot 2 (2.16 acres)	2.13 acres

TRANSPORTATION:

Range Line Road	Principal Arterial	90'

DEDICATED STREET(S):

None	N/A

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

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

Yes.

DISCUSSION

The final plat is for two lots in the 3300 Block of S. Range Line. A building permit has been issued for a Sonic Drive-In on Lot 1 (south lot). There will be two access drives between Lots 1 and 2 that will be completed when Lot 2 (north lot) is developed.

Staff recommends approval of Case 103-12.

ENCLOSURES:

Final Plat

RECEIVED 10-10-12

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Case # 103-12
~~Subdivision No.~~: 103-12
Date Filed: 10/10/12
Date of Meeting: 11/13/12
Fee: 455

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

I. Name of Subdivision: Darrell L. Rogers 2008 Trust Addition

II. Name of Owner: Darrell L Rogers

III. Name of Subdivider: Darrell L Rogers

IV. Name of Person who prepared the Plat: Tri-State Engineering, Inc.

V. Date of Hearing: _____

VI. Location of Property by Streets: South Rangeline Road (South of 32ND Street)

VII. Present Zoning of Property C3

VIII. Present Uses of Property Vacant

IX. No. of Acres in Total Tract 4.3 No. of Lots 2

Instructions:

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

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	✓	

B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct. ✓ ___

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

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

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ✓ ___

F. Exact locations, widths and names of all streets and alleys to be dedicated. ✓ ___

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

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

I. Building setback lines on the front and side streets with dimensions. ___ ✓

J. Name and address of the registered land surveyor preparing the plat. ✓ ___

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

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ✓ ___

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



0 75 150 300 450 600 Feet

Case 103-12: A request for a final plat for "Darrell L. Rogers 2008 Trust Addition" located in the 3300 Block of S. Range Line Road - D. L. Rogers Corp./Tri-State Engineering

N

Case 103-12: 3300 Block of South Range Line Road – A request for a final plat for "Darrell L. Rogers 2008 Trust Addition" – Darrell L. Rogers.

Mr. Harrington opened the public comment period for Case 103-12.

Mr. Jerald Norton, Tri-State Engineering, 702 Main Street, Joplin, appeared representing Mr. Rogers to request the review of the final plat for "Darrell L. Rogers 2008 Trust Addition."

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 103-12.

MR. CORTEZ MOVED, SECONDED BY MR. LANDRITH, THAT THE FINAL PLAT AS PRESENTED IN CASE 103-12 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. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 103-12
Darrell L. Rogers
(P & Z Recommended Approval)

COUNCIL BILL NO. 2012-323 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat for DARRELL L. ROGERS 2008 TRUST ADDITION located in the 3300 Block of South Range Line Road in the City of Joplin, Newton 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 DARRELL L. ROGERS 2008 TRUST ADDITION located in the 3300 Block of South Range Line Road in the City of Joplin, Newton 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 DARRELL L. ROGERS 2008 TRUST ADDITION, described as follows:

That part of the Northwest Quarter of the Northwest Quarter of Section 19, Township 27, Range 32 in the City of Joplin, Newton County, Missouri, described as beginning 264 feet North of the Southwest corner of the Northwest Quarter of the Northwest Quarter, thence North 372.53 feet, thence East 330 feet, thence North 22.46 feet, thence East 200 feet, thence South 401.59 feet, thence West 200 feet, thence North 6.6 feet, thence West 330 feet to the point of beginning, except highway right-of-way on West and except a tract beginning at the intersection of the East right-of-way line of U.S. Highway 71 with North line of above tract, thence East 125 feet, thence South 150 feet, thence West to the East right-of-way line of Highway 71, thence North along the East right-of-way line of Highway 71 to the place of beginning, and except commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 19, thence North 486.53 feet, thence East 45 feet to an iron pin found, thence North 150 feet, to an iron pin found, thence East 125 feet to an iron pin found for a point of beginning, thence continuing East 140.77 feet to an iron pin set, thence on a deflection angle of 133 degrees 17 minutes to right 206.05 feet, thence North 150 feet to the point of beginning, except any part taken or deeded for road purposes.

Deed Book 357 Page 121
Tract
Commencing at the Southwest corner of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Nineteen (19), Township Twenty-seven (27), Range Thirty-two (32) West, Newton County, Missouri, thence North 486.53 feet, thence East 45 feet to

a point of beginning, thence North 150 feet, thence East 125 feet, thence South 150 feet, thence West 125 feet to the point of beginning, except any part taken or used for roads, all in the City of Joplin, Newton County, Missouri.

Tract
Commencing at the Southwest corner of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Nineteen (19), Township Twenty-seven (27) North, Range Thirty-two (32) West, thence North 486.53 feet, thence East 45 feet to an iron pin found, thence North 150 feet to an iron pin found, thence East 125 feet to an iron pin found for a point of beginning, thence continuing East 140.77 feet to an iron pin set, thence on a deflection angle of 133 degrees 17 minutes to the right 206.05 feet, thence North 150 feet to the point of beginning, except any part taken or used for roads, all in the City of Joplin, Newton County, Missouri.

Entire parcel containing 4.3 acres more or less.

Subject to any existing easements or restrictions of record.

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, Newton 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

RESOLUTION NO. 2012-030

A RESOLUTION recognizing Tim Nyander upon his retirement from active service as a Public Works Operations Manager within the City of Joplin Public Works Department.

WHEREAS, on Friday, December 07, 2012, Tim Nyander will retire from active service with the City of Joplin Public Works Department.

WHEREAS, Tim Nyander served residents of Joplin in an outstanding manner during Twenty Eight Years of service over his career; and

WHEREAS, upon his departure the people of Joplin wish to extend recognition and appreciation to Tim Nyander for his many contributions through the years.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. The City of Joplin does hereby recognize and extend appreciation to Tim Nyander for service of Twenty Eight Years to the City of Joplin in the Public Works Department and residents of this great city.

Section 2. That the people of Joplin, Missouri, do hereby extend best wishes to Tim for many enjoyable and successful years.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the Third Day of December, 2012.

_____

Melodee Colbert-Kean Mayor

ATTEST:

_____

Barbara L. Hogelin, City Clerk

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 3, 2012

ITEM: COUNCIL BILL NO. 2012-524
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Bid; Real Estate Contract; Quit Claim Deed; Map

Department Head: Leslie Jones	**Date:** 11-26-12
Public Works Director: David Hertzberg	**Date:** 11/27/12
City Attorney: Brian Head	**Date:** 11-27-12
City Manager: Mark Rohr	**Date:** 11-27-12

INTRODUCTION:
This Council Bill approves a real estate contract on the sale of one city-owned parcel of land.

DISCUSSION:
The City offered one parcel of land for sale by sealed bid with a minimum bid of $3,735.00 based on an appraisal. The bids were opened on November 14, 2012. The City received two bids for 2329 Connecticut Avenue. The high bid for this segment of land was withdrawn. Therefore, the second bid of $3,800.00 by Joe and Connie Brewer becomes the winning bid. The appraisal was based on approximately 6,037 square feet of land.

The City will complete the sale of this property immediately upon completion of a quit claim deed and the attached real estate contract.

RECOMMENDATION:

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

BILL NO. 2012-524 ORDINANCE NO.

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 6,037 square feet of land at 2329 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.

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 the Brewer Family Trust Dated October 28, 2011, Charles Joseph Brewer, Jr. and Connie Jean Brewer, Co-Trustees, for the sale of approximately 6,037 square feet of land at 2329 Connecticut Avenue, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", 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.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W Head, City Attorney

EXHIBIT "A"

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"** and the Brewer Family Trust Dated October 28, 2011, Charles Joseph Brewer, Jr. and Connie Jean Brewer, Co-Trustees, hereinafter referred to as the **"Buyer".**

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:

> "All of the West 90.0 feet of Lot Numbered Twenty-five (25) in SOUTHMORLAND ACRES ADDITION, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT that part taken or deeded as street Right-of-Way. Zoned R1, approximately 6,037 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Three Thousand Eight Hundred Dollars ($3,800.00). 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 Buyers 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 the City of Joplin on or before December 10, 2012, at which time all monies and

l be delivered and all other things called for by this contract at the time of closing, ıe. Buyer shall pay all recording fees.

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.

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. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. 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.

11. 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.

12. 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.

b) At closing, Buyer shall do the following:

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

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

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

ENTIRE AGREEMENT. This Contract constitutes the entire agreement between ; 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 UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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

City of Joplin Missouri, a Missouri Municipal Corporation

By_____

Mark Rohr, City Manager
"SELLER"

Attest:

By_____

Barbara Hogelin, City Clerk

The Brewer Family Trust Dated October 28, 2011

By: _____

Charles Joseph Brewer, Jr., Co-Trustee
"BUYER"

By: _____

Connie Jean Brewer, Co-Trustee
"BUYER"

Approved as to Form:

By_____

Brian W. Head, City Attorney

MISSOURI
QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2012, by and between The City of Joplin, Missouri, a municipal corporation, Grantor, and the Brewer Family Trust Dated October 28, 2011, Charles Joseph Brewer, Jr. and Connie Jean Brewer, Co-Trustees, 220 North Grace, Joplin, Missouri, 64801.

WITNESSETH, that the said Grantor, in consideration of the sum of Three Thousand Eight Hundred Dollars ($3,800.00), and other good and valuable consideration paid to it by said Grantee (the receipt of which is hereby acknowledged), does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situated in the County of Jasper, State of Missouri, to-wit:

> "All of the West 90.0 feet of Lot Numbered Twenty-five (25) in SOUTHMORLAND ACRES ADDITION, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT that part taken or deeded as street Right-of-Way, Zoned R1."
>
> Property contains 6,037 square feet more or less.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and unto its successors and assigns forever; so that neither the said Grantor nor its heirs nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

Bid Form
City of Joplin

The City will accept sealed bids, with the minimum bid set at the appraised value, on the following property until 10:00 am Wednesday, November 14, 2012 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

2329 Connecticut Ave $3800.00

All of the West 90 feet of Lot Numbered Twenty-five (25) in SOUTHMORLAND ACRES ADDITION in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT that part taken or deeded as street Right-of-Way. Zoned R1, approximately 6,037 square feet.

Minimum Bid (Appraised Value) $3,735.00

The Brewer Family Trust
Charles Joseph Brewer Jr
Co-Trustee

438 3864

Bid Form
City of Joplin

The City will accept sealed bids, with the minimum bid set at the appraised value, on the following property until 10:00 am Wednesday, November 14, 2012 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

2329 Connecticut Ave $4075.00

All of the West 90 feet of Lot Numbered Twenty-five (25) in SOUTHMORLAND ACRES ADDITION in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT that part taken or deeded as street Right-of-Way. Zoned R1, approximately 6,037 square feet.

Minimum Bid (Appraised Value) $3,735.00

WITHDRAWN

* Anita
Paul Horton - Co-Spouse
9933 Forest Ridge Dr
Joplin, Mo. 64804

PH 417 438 6555


CONNECTICUT
2329 S. Connecticut Ave
E 24TH ST
E 25TH ST

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 3, 2012

ITEM: COUNCIL BILL NO. 2012-525
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Bid; Real Estate Contract; Quit Claim Deed; Map

Department Head: Leslie Jones	**Date:** 11-26-12
Public Works Director: David Hertzberg	**Date:** 11/27/12
City Attorney: Brian Head	**Date:** 11-27-12
City Manager: Mark Rohr	**Date:** 11-27-12

INTRODUCTION:
This Council Bill approves a real estate contract on the sale of a city-owned parcel of land.

DISCUSSION:
The City offered a parcel of land for sale by sealed bid with a minimum bid of $4,320.00 based on an appraisal. The bids were opened on November 14, 2012. The City received one bid for 2401/2403 Connecticut Avenue, as outlined on the attached bid. The bid for this segment of land was from Paul and Anita Horton in the amount of $5,225. The appraisal was based on approximately 7,860 square feet of land.

The City will complete the sale of this property immediately upon completion of a quit claim deed and the attached real estate contract.

RECOMMENDATION:

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

COUNCIL BILL NO. 2012-525 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Paul and Anita Horton, husband and wife, for the sale of approximately 7,860 square feet of land at 2401/2403 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.

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 Paul and Anita Horton, husband and wife, for the sale of approximately 7,860 square feet of land at 2401/2403 Connecticut Avenue, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", 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.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W Head, City Attorney

EXHIBIT "A"

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"** and Paul and Anita Horton, husband and wife, hereinafter referred to as the **"Buyer".**

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:

> "All of the West 99.0 feet of the North 150.0 feet of Lot Numbered Thirty (30) in SOUTHMORLAND ACRES ADDITION, in 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 EXCEPT that part described as: Beginning at the northeast corner of the above described tract, thence South 02 01'53" West along the east line of said tract, a distance of 20.0 feet, thence North 88 00'40" West, parallel with the north line of said Lot 30, a distance of 29.0 feet, thence South 47 13'37" West, a distance of 42.4 feet to a point on the east right-of-way line of Connecticut Avenue, thence North 02 01'53" East along said right-of-way line, a distance of 49.85 feet to the northwest corner of said tract, thence South 88 00'40" East along the north line of said Lot 30, a distance of 59.08 feet to the Point of Beginning. Zoned R2-PD."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Five Thousand Two Hundred Twenty-Five Dollars ($5,225.00). 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 Buyers 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 the City of Joplin on or before December 10, 2012, 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.

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.

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. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. 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.

11. 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.

12. 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.

b) At closing, Buyer shall do the following:

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

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

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 UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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

City of Joplin Missouri, a Missouri Municipal Corporation	**Paul and Anita Horton, husband and wife**
By_____	By: _____

Mark Rohr, City Manager
"SELLER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Brian W. Head, City Attorney

Paul Horton
"BUYER"

By: _____

Anita Horton

"BUYER"

MISSOURI
QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2012, by and between The City of Joplin, Missouri, a municipal corporation, Grantor, and Paul and Anita Horton, husband and wife, 9933 Forest Ridge Drive, Joplin, Missouri, 64804.

WITNESSETH, that the said Grantor, in consideration of the sum of Five Thousand Two Hundred Twenty-Five Dollars ($5,225.00), and other good and valuable consideration paid to it by said Grantee (the receipt of which is hereby acknowledged), does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situated in the County of Jasper, State of Missouri, to-wit:

> "All of the West 99.0 feet of the North 150.0 feet of Lot Numbered Thirty (30) in SOUTHMORLAND ACRES ADDITION, in 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 EXCEPT that part described as: Beginning at the northeast corner of the above described tract, thence South 02 01'53" West along the east line of said tract, a distance of 20.0 feet, thence North 88 00'40" West, parallel with the north line of said Lot 30, a distance of 29.0 feet, thence South 47 13'37" West, a distance of 42.4 feet to a point on the east right-of-way line of Connecticut Avenue, thence North 02 01'53" East along said right-of-way line, a distance of 49.85 feet to the northwest corner of said tract, thence South 88 00'40" East along the north line of said Lot 30, a distance of 59.08 feet to the Point of Beginning. Zoned R2-PD."
>
> Property contains 7,860 square feet more or less.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and unto its successors and assigns forever; so that neither the said Grantor nor its heirs nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them

shall. by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

The City of Joplin, a Missouri
municipal corporation

By: _____
R. Mark Rohr
City Manager

"Grantor"

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2012, before me personally appeared R. Mark Rohr to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Joplin, Missouri, a Missouri Municipal Corporation, and that said instrument was signed on behalf of said City by authority of its City Council, and said R. Mark Rohr acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires: _____

Bid Form
City of Joplin

The City will accept sealed bids, with the minimum bid set at the appraised value, on the following property until 10:00 am Wednesday, November 14, 2012 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

2401/2403 Connecticut Ave $5225.00

All of the West 99 feet of the North 150 feet of Lot Numbered Thirty (30) in SOUTHMORLAND ACRES 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 northeast comer of the above described tract, thence South 02°01'53" West along the east line of said tract, a distance of 20.0 feet, thence North 88°00'40" West, parallel with the north line of said Lot 30, a distance of 29.0 feet, thence South 47°13'37" West, a distance of 42.4 feet to a point on the east right-of-way line of Connecticut Avenue, thence North 02°01'53" East along said right-of-way line, a distance of 49.85 feet to the northwest corner of said tract, thence South 88°00'40" East along the north line of said Lot 30, a distance of 59.08 feet to the Point of Beginning. Zoned R2-PD, approximately 7,860 square feet.

Minimum Bid (Appraised Value) $4,320.00

Paul Horton
9933 Forest Ridge Dr
Joplin Mo. 64804
PH 417 438 6555


N
E 24TH ST
2401-2403 S. Connecticut Ave
CONNECTICUT AVE
E 25TH ST

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 3, 2012

ITEM: COUNCIL BILL NO. 2012-526
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Bid; Real Estate Contract; Quit Claim Deed; Map

Department Head: Leslie Jones	**Date:** 11-26-12
Public Works Director: David Hertzberg	**Date:** 11/27/12
City Attorney: Brian Head	**Date:** 11-27-12
City Manager: Mark Rohr	**Date:** 11-27-12

INTRODUCTION:
This Council Bill approves a real estate contract on the sale of a city-owned parcel of land.

DISCUSSION:
The City offered a parcel of land for sale by sealed bid with a minimum bid of $3,915.00 based on an appraisal. The bids were opened on November 14, 2012. The City received two bids for 2934 Connecticut Avenue, as outlined on the attached bids. The high bid for this segment of land was withdrawn. Therefore, the second bid of $3,915.00 from IDC Properties, David Sweeney, becomes the winning bid. The appraisal was based on approximately 4,725 square feet of land.

The City will complete the sale of this property immediately upon completion of a quit claim deed and the attached real estate contract.

RECOMMENDATION:

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

COUNCIL BILL NO. 2012-526 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and IDC Properties, LLC.,for the sale of approximately 4,725 square feet of land at 2934 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.

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 IDC Properties, LLC., a limited liability corporation, for the sale of approximately 4,725 square feet of land at 2934 Connecticut Avenue, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", 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.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W Head, City Attorney

EXHIBIT "A"

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"** and IDC Properties, LLC., a limited liability corporation, hereinafter referred to as the **"Buyer".**

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:

> "All of the West one-half (W ½) of the East 90.0 feet of Lot Numbered Sixty-Two (62) in SOUTHMORLAND ACRES ADDITION, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT the South 50 feet thereof, and EXCEPT the North 145 feet thereof. Zoned R1, approximately 4,725 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Three Thousand Nine Hundred Fifteen Dollars ($3,915.00). 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 Buyers 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 the City of Joplin on or before December 10, 2012, 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.

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.

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. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. 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.

11. 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.

12. 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.

b) At closing, Buyer shall do the following:

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

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

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

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 UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Mark Rohr, City Manager
"SELLER"

Attest:

By_____

Barbara Hogelin, City Clerk

IDC Properties, LLC.,

By: _____

David Sweeney
"BUYER"

By: _____

Approved as to Form:

By_____

Brian W. Head, City Attorney

MISSOURI
QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2012, by and between The City of Joplin, Missouri, a municipal corporation, Grantor, and IDC Properties, LLC., a limited liability corporation, 3010 Connecticut, Joplin, Missouri, 64804.

WITNESSETH, that the said Grantor, in consideration of the sum of Three Thousand Nine Hundred Fifteen Dollars ($3,915.00), and other good and valuable consideration paid to it by said Grantee (the receipt of which is hereby acknowledged), does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situated in the County of Jasper, State of Missouri, to-wit:

> "All of the West one-half (W ½) of the East 90.0 feet of Lot Numbered Sixty-Two (62) in SOUTHMORLAND ACRES ADDITION, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, EXCEPT the South 50 feet thereof, and EXCEPT the North 145 feet thereof. Zoned R1."
>
> Property contains 4,725 square feet more or less.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and unto its successors and assigns forever; so that neither the said Grantor nor its heirs nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

The City of Joplin, a Missouri
municipal corporation

By: _____
R. Mark Rohr
City Manager

"Grantor"

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2012, before me personally appeared R. Mark Rohr to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Joplin, Missouri, a Missouri Municipal Corporation, and that said instrument was signed on behalf of said City by authority of its City Council, and said R. Mark Rohr acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires: _____

Bid Form
City of Joplin

The City will accept sealed bids, with the minimum bid set at the appraised value, on the following property until 10:00 am Wednesday, November 14, 2012 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

2934 Connecticut Ave $ 3915.00

All of the West one-half (W ½) of the East 90 feet of Lot Numbered Sixty-two (62) in SOUTHMORLAND ACRES ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, EXCEPT the South 50 feet thereof, and EXCEPT the North 145 feet thereof. Zoned R1, approximately 4,725 square feet.

Minimum Bid (Appraised Value) $3,915.00

David Sweeney
IDC Properties LLC
3010 Connecticut
Joplin, Mo 64804

529-3876

Bid Form
City of Joplin

The City will accept sealed bids, with the minimum bid set at the appraised value, on the following property until 10:00 am Wednesday, November 14, 2012 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

2934 Connecticut Ave $4010.00

All of the West one-half (W ½) of the East 90 feet of Lot Numbered Sixty-two (62) in SOUTHMORLAND ACRES ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, EXCEPT the South 50 feet thereof, and EXCEPT the North 145 feet thereof. Zoned R1, approximately 4,725 square feet.

Minimum Bid (Appraised Value) $3,915.00

WITH PLAN

PAUL HORTON
9933 FOREST RIDGE DR
JOPLIN, MO. 64804

PH 417 438 6555


CONNECTICU
2934 S. Connecticut Ave
E 30TH ST

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 3, 2012

ITEM: COUNCIL BILL NO. 2012-527
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Bid; Real Estate Contract; Quit Claim Deed; Map

Department Head: Leslie Jones	**Date:** 11-26-12
Public Works Director: David Hertzberg	**Date:** 11/27/12
City Attorney: Brian Head	**Date:** 11-27-12
City Manager: Mark Rohr	**Date:** 11-27-12

INTRODUCTION:
This Council Bill approves a real estate contract on the sale of a city-owned parcel of land.

DISCUSSION:
The City offered a parcel of land for sale by sealed bid with a minimum bid of $4,500.00 based on an appraisal. The bids were opened on November 14, 2012. The City received one bid for 2729 S Joplin Avenue, as outlined on the attached bid tabulation. The bid for this segment of land was from Croy Properties, LLC in the amount of $6,000. The appraisal was based on approximately 6,000 square feet of land.

The City will complete the sale of this property immediately upon completion of a quit claim deed and the attached real estate contract.

RECOMMENDATION:

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

COUNCIL BILL NO. 2012-527 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Croy Properties, LLC, for the sale of approximately 6,000 square feet of land at 2729 S Joplin Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Croy Properties, LLC, for the sale of approximately 6,000 square feet of land at 2729 S Joplin Avenue, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", 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.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W Head, City Attorney

EXHIBIT "A"

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"** and Croy Properties, LLC, a limited liability corporation, hereinafter referred to as the **"Buyer".**

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:

> "All of Luke's Southern Addition Lot 109, in the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 6,000 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Six Thousand Dollars ($6,000.00). 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 Buyers 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 the City of Joplin on or before December 10, 2012, 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.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this

act. All rents and deposits on the premises shall be transferred to Buyer at 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. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. 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.

11. 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.

12. 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.

b) At closing, Buyer shall do the following:

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

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

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 ct.

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 UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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

City of Joplin Missouri, a Missouri Municipal Corporation

By_____

Mark Rohr, City Manager
"SELLER"

Croy Properties, L.L.C.

By: _____

Cynthia Croy
"BUYER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Brian W. Head, City Attorney

MISSOURI
QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2012, by and between The City of Joplin, Missouri, a municipal corporation, Grantor, and Croy Properties, LLC., a limited liability corporation, 3025 Dove Drive, Joplin, Missouri, 64804.

WITNESSETH, that the said Grantor, in consideration of the sum of Six Thousand Dollars ($6,000.00), and other good and valuable consideration paid to it by said Grantee (the receipt of which is hereby acknowledged), does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situated in the County of Jasper, State of Missouri, to-wit:

> "All of Luke's Southern Addition Lot 109 in the City of Joplin, Jasper County, Missouri. Zoned R1."
>
> Property contains 6,000 square feet more or less.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and unto its successors and assigns forever; so that neither the said Grantor nor its heirs nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

The City of Joplin, a Missouri
municipal corporation

By: _____
R. Mark Rohr
City Manager

"Grantor"

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2012, before me personally appeared R. Mark Rohr to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Joplin, Missouri, a Missouri Municipal Corporation, and that said instrument was signed on behalf of said City by authority of its City Council, and said R. Mark Rohr acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires: _____

Bid Form
City of Joplin

The City will accept sealed bids, with the minimum bid set at the appraised value, on the following property until 10:00 am Wednesday, November 14, 2012 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

2729 S Joplin

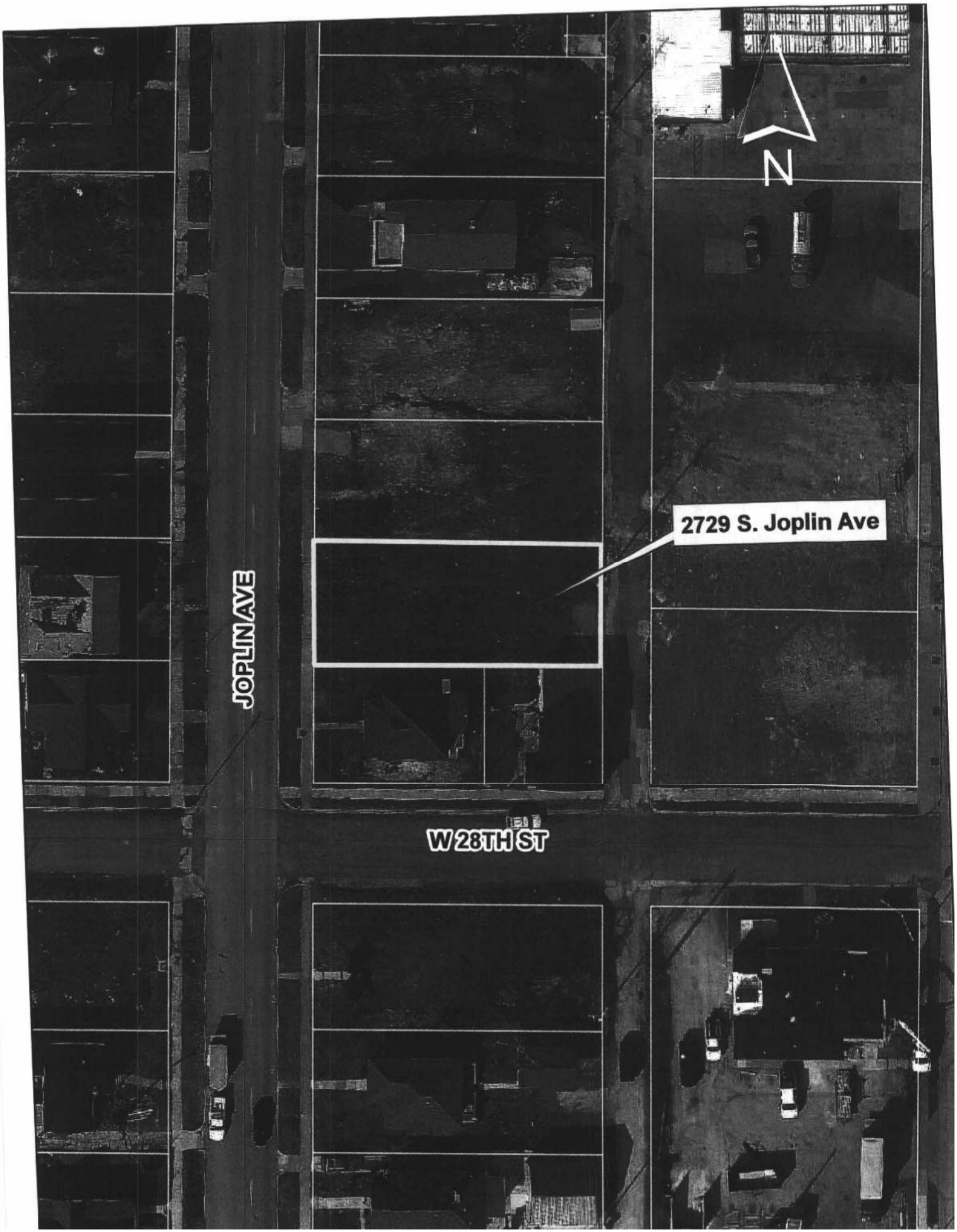
$6,000.00
Six Thousand dollars

Luke's Southern Addition Lot 109 to the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 6,000 square feet.

Minimum Bid (Appraised Value) ~~$4,500.00~~

Cynthia Cray
Cray Properties, LLC
3025 Dove Dr
Joplin MO 64804

417 626 7824
417 434 1450


N
2729 S. Joplin Ave
JOPLIN AVE
W 28TH ST

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 3, 2012

ITEM: COUNCIL BILL NO. 2012-528
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: Bid; Real Estate Contract; Quit Claim Deed; Map

Department Head: Leslie Jones	**Date:** 11-26-12
Public Works Director: David Hertzberg	**Date:** 11/27/12
City Attorney: Brian Head	**Date:** 11-27-12
City Manager: Mark Rohr	**Date:** 11-27-12

INTRODUCTION:
This Council Bill approves a real estate contract on the sale of a city-owned parcel of land.

DISCUSSION:
The City offered a parcel of land for sale by sealed bid with a minimum bid of $2,115.00 based on an appraisal. The bids were opened on November 14, 2012. The City received one bid for 1408 S Jackson Avenue, as outlined on the attached bid tabulation. The bid for this segment of land was from the Joplin R-VIII School District in the amount of $2,216. The appraisal was based on approximately 6,250 square feet of land.

The City will complete the sale of this property immediately upon completion of a quit claim deed and the attached real estate contract.

RECOMMENDATION:

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

COUNCIL BILL NO. 2012-528 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and the Joplin R-VIII School District, for the sale of approximately 6,250 square feet of land at 1408 S Jackson Avenue; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and the Joplin R-VIII School District, for the sale of approximately 6,250 square feet of land at 1408 S Jackson Avenue, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", 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.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W Head, City Attorney

EXHIBIT "A"

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"** and Joplin R-VIII School District, hereinafter referred to as the **"Buyer".**

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:

> "All of South Joplin Land Company 1st Addition Lot 171, in the City of Joplin, Jasper County, Missouri. Zoned R2, approximately 6,250 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Two Thousand Two Hundred Sixteen Dollars ($2,216.00). 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 Buyers 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 the City of Joplin on or before December 10, 2012, 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.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this t. All rents and deposits on the premises shall be transferred to Buyer at 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. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. 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.

11. 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.

12. 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.

b) At closing, Buyer shall do the following:

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

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

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

'ifications to this Contract shall be effective unless in writing and signed by all parties to this tract.

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 UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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

City of Joplin Missouri, a Missouri Municipal Corporation

By_____

Mark Rohr, City Manager
"SELLER"

Joplin R-VIII School District

By: _____

C.J. Huff, Superintendent
"BUYER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Brian W. Head, City Attorney

MISSOURI
QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 2012, by and between The City of Joplin, Missouri, a municipal corporation, Grantor, and Joplin R-VIII School District, P. O. Box 128, Joplin, Missouri, 64802.

WITNESSETH, that the said Grantor, in consideration of the sum of Two Thousand Two Hundred Sixteen Dollars ($2,216.00), and other good and valuable consideration paid to it by said Grantee (the receipt of which is hereby acknowledged), does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situated in the County of Jasper, State of Missouri, to-wit:

> "All of South Joplin Land Company 1st Addition Lot 171, in the City of Joplin, Jasper County, Missouri. Zoned R2."
>
> Property contains 6,250 square feet more or less.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and unto its successors and assigns forever; so that neither the said Grantor nor its heirs nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

The City of Joplin, a Missouri
municipal corporation

By: _____
R. Mark Rohr
City Manager

"Grantor"

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this _____ day of _____, 2012, before me personally appeared R. Mark Rohr to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Joplin, Missouri, a Missouri Municipal Corporation, and that said instrument was signed on behalf of said City by authority of its City Council, and said R. Mark Rohr acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, Missouri, the day and year last above written.

_____
Notary Public

My commission expires: _____

Bid Form
City of Joplin

The City will accept sealed bids, with the minimum bid set at the appraised value, on the following property until 10:00 am Wednesday, November 14, 2012 at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

1408 S Jackson Ave $2216.00

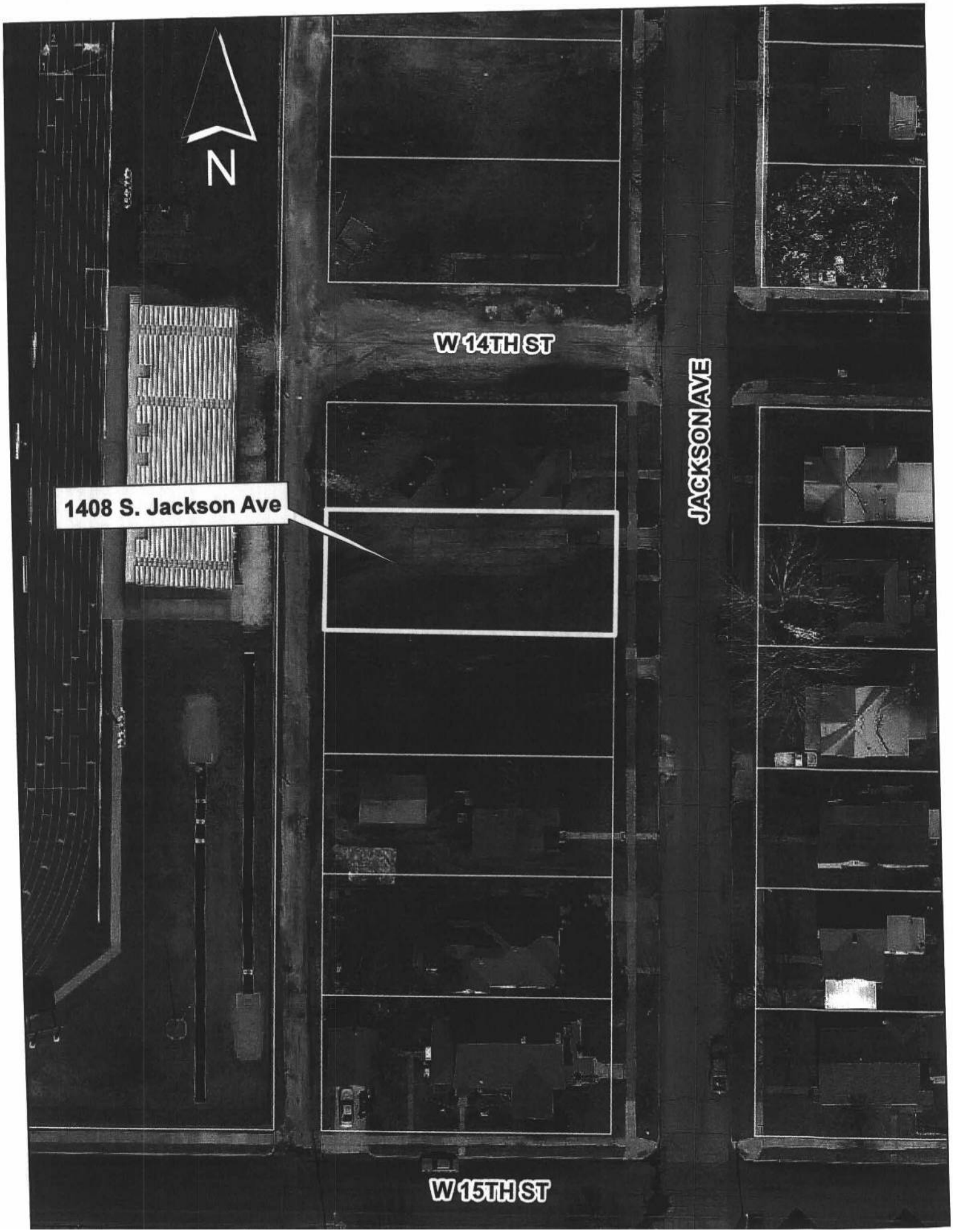
South Joplin Land Company 1st Addition Lot 171 to the City of Joplin, Jasper County, Missouri. Zoned R2, approximately 6,250 square feet.

Minimum Bid (Appraised Value) $2,115.00

SEALED
HAND DELIVERED
11/14/12 BEFORE 10:00 AM
Paul A. Barr

Bidder:
Joplin Schools
Attn: Paul Barr CFO
P.O. Box 128
Joplin MO 64802-0128
417-625-5200 ext. 2009
pbarr@joplin.k12.mo.us

THANK YOU.


N
W 14TH ST
JACKSON AVE
1408 S. Jackson Ave
W 15TH ST

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 3, 2012

ITEM: Council Bill No. 2012-529 approving a one-year Agreement for audit services by and between the City of Joplin and Cochran Head Vick & Co., P.C.

ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

ATTACHMENTS: Copy of Council Bill No. 2012-529; copy of Agreement

Department Head: Leslie Jones **Date:** 11-26-12
City Attorney: Brian Head **Date:** 11-27-12
City Manager: Mark Rohr **Date:** 11-27-12

INTRODUCTION:

This Council Bill approves a one-year extension agreement for Audit Services between the City and Cochran Head Vick & Co, P.C. for the audit of the City's general-purpose financial statements, the Single Audit, the Police and Fire Pension Audit, and the Joplin Regional Airport's Passenger Facility Charge (PFC) Program for the fiscal year ended October 31, 2012. .

DISCUSSION:

The City Charter in §2.14 requires an annual audit of the financial statements of the City government by a certified public accountant or firm of certified public accountants. Cochran Head Vick & Co., P.C. has audited the City of Joplin records for the past eight years. Due to the EF-5 tornado that struck our community on May 22, 2011, the fiscal year 2011 audit is still on-going. Therefore, it was not possible to bid out the audit services for 2012 and subsequent years, since two years of audits are occurring at the same time.

The City asked Cochran, Head, Vick & Co. to submit a one-year extension agreement to perform the 2012 audit, as the City does with the banking services. The proposal is to do the audit for a total cost of $85,545, which is a 3% increase from 2011. The previous bid was based on a 3% increase each year.

RECOMMENDATION:

Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2012-529 ORDINANCE NO.

AN ORDINANCE approving a one-year agreement for professional auditing services by and between Cochran Head Vick & Company, P.C. and the City of Joplin, Missouri, for Cochran Head Vick & Company, P.C. to provide auditing services for the City of Joplin; authorizing the City Manager to execute said agreements; and containing an emergency clause.

WHEREAS, due to the devastating EF-5 tornado that struck our community on May 22, 2011, the City of Joplin, Missouri must extend the current audit service agreement one year; and,

WHEREAS, Cochran Head Vick & Company, P.C. has submitted a one-year extension agreement.

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

Section 1. That the City enter into an agreement with Cochran Head Vick & Company, P.C. to provide auditing services for fiscal year 2012, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A" be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri is authorized and directed to execute said agreements for and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraphs (3) and (4), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Brian W. Head, City Attorney

CHV & Co

COCHRAN HEAD VICK & CO., P.C.

Certified Public Accountants

November 9, 2012

1251 NW Briarcliff Pkwy
Suite 125
Kansas City, MO 64116
(816) 584-9955
Fax (816) 584-9958

Members of the City of Joplin, Missouri
Policemen's and Firemen's Pension
Plan Administration Committee:

We are pleased to confirm our understanding of the services we are to provide the City of Joplin, Missouri Policemen's and Firemen's Pension Plan for the year ended October 31, 2012. We will audit the statement of plan net assets for the year ended October 31, 2012, and the related statements fo changes in plan net assets for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Joplin, Missouri Policemen's and Firemen's Pension Plan's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Joplin, Missouri Policemen's and Firemen's Pension Plan's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Schedule of Funding Progress and Employer Contributions.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Other Offices

1333 Meadowlark Lane
Kansas City, KS 66102
(913) 287-4433
(913) 287-0010 FAX

6700 Antioch Rd, Suite 480
Merriam, Kansas 66204
(913) 378-1100
(913) 378-1177 FAX

400 Jules Street
Suite 415
St, Joseph, MO 64501
(816) 364-1118
(816) 364-6144 FAX

gement Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the statements of the plan net assets and the related statements of changes in plan net assets, in conformity with accounting principles generally accepted in the United States of America.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial

ients are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Joplin, Missouri Policemen's and Firemen's Pension Plan's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit in December 2012 and to issue our reports no later than April 1, 2013. Mr. David L. Cochran, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be $4,500. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during

audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Joplin, Missouri Policemen's and Firemen's Pension Plan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
COCHRAN HEAD VICK & CO., P.C.



David L. Cochran, CPA
For the Firm

RESPONSE:
This letter correctly sets forth the understanding of the City of Joplin, Missouri Policemen's and Firemen's Pension Plan.

By: _____

Title: _____

Date: _____

CHV & Co

COCHRAN HEAD VICK & CO., P.C.

Certified Public Accountants

1251 NW Briarcliff Pkwy
Suite 125
Kansas City, MO 64116
(816) 584-9955
Fax (816) 584-9958

November 9, 2012

Ms. Leslie Jones
Finance Director
City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801

Dear Ms. Jones:

We are pleased to confirm our understanding of the services we are to provide the City of Joplin, Missouri for the year ended October 31, 2012. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City of Joplin, Missouri as of and for the year ended October 31, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Joplin, Missouri's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Joplin, Missouri's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Comparison Information.
- Schedule of Funding Progress – Retirement Plans.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Joplin, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Other Offices

1333 Meadowlark Lane
Kansas City, KS 66102
(913) 287-4433
(913) 287-0010 FAX

6700 Antioch Rd, Suite 460
Merriam, Kansas 66204
(913) 378-1100
(913) 378-1177 FAX

400 Jules Street
Suite 415
St. Joseph, MO 64501
(816) 364-1118
(816) 364-6144 FAX

cisions and performing all management functions relating to the financial statements, enditures of federal awards, and related notes and for accepting full responsibility for You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Joplin, Missouri and the respective changes in financial position and, where applicable, cash flows in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities

knowledging to us in the written representation letter that (1) you are responsible for
n of the schedule of expenditures of federal awards in accordance with OMB Circular A-133;
ı believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that Includes our report thereon Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards.* In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets

o our attention. We will also inform the appropriate level of management of any violations of ernmental regulations that come to our attention, unless clearly inconsequential, and of any use that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Joplin, Missouri's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on

City of Joplin, Missouri's major programs. The purpose of these procedures will be to pinion on the City of Joplin, Missouri's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Cochran Head Vick & Co., P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cochran Head Vick & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in December 2012 and to issue our reports no later than April 1, 2013. Mr. David Cochran, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be $78,795 for the audit of the City's basic financial statements and $2,250 for the compliance audit of the City of Joplin's Passenger Facility Charge. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review report accompanies this letter.

eciate the opportunity to be of service to the City of Joplin, Missouri and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
COCHRAN HEAD VICK & CO., P.C.

David L. Cochran, CPA
For the Firm

RESPONSE:
This letter correctly sets forth the understanding of the City of Joplin, Missouri.

By: _____

Title: _____

Date: _____

BMG Certified Public Accountants, LLP

211 South 84th Street
Suite 100
Lincoln, NE 68510

Phone: 402-483-7781
Fax: 402-483-5198
1-800-747-0081

Email:
info@BMGCPAs.com

www.BMGCPAs.com

- Tax Planning and Preparation
- Retirement Planning
- Auditing and Accounting
- Business Consulting
- Business Valuations
- Computer Consulting
- Payroll Services

System Review Report

To the Shareholders
Cochran Head Vick & Co., P.C.
and the Peer Review Committee of the Missouri Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of **Cochran Head Vick & Co., P.C.** (the firm) in effect for the year ended July 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and an audit of an employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of **Cochran Head Vick & Co., P.C.** in effect for the year ended July 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. **Cochran Head Vick & Co., P.C.** has received a peer review rating of *pass*.

BMG Certified Public Accountants, LLP

BMG

Lincoln, Nebraska
November 30, 2011