INFORMAL AGENDA

June 3, 2013

5:15 p.m.

1. Rob O'Brian, President of the Joplin Area Chamber of Commerce to give Economic Development Update to City Council

2. Boards and Commissions – Appointments & Reappointments

3. Any other business

COUNCIL A G E N D A

June 3, 2013

6:00 P.M., Council Chambers

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

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations
1. Presentation by Fire Chief Mitch Randles

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings
Public Hearing Procedures
1. Public Hearing for Todd Barwick, 7087 Nighthawk Rd, Neosho, MO, to operate a taxicab business in the City of Joplin.

2. COUNCIL BILL NO.2013-266-AN ORDINANCE amending Ordinance No. 2004-56, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0 and including in District C-1 property as described below and located at 2610 East 32nd Street in the City of Joplin, Newton County, Missouri (Requested by Thomas Nguyen. Planning & 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. 2013-267-AN ORDINANCE amending Ordinance No. 2004-56, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and District R-1 and including in District C-3-PD property as described below and located at 3014 and 3030 South Main Street and 3015, 3019, 3023, and 3027 South Joplin Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Charlie Kuehn. Planning & Zoning Recommended Approval)

4. COUNCIL BILL NO. 2013-268-AN ORDINANCE providing for the vacation of a portion of a 20-foot wide public alley located west of 3014 and 3030 South Main Street in the City of Joplin, Jasper County, Missouri.(Requested by Charlie Kuehn. Planning Zoning Recommended Approval)

5. COUNCIL BILL NO.2013-269-AN ORDINANCE providing for the vacation of a portion of a 20-foot wide public alley and utility easement located west of 720 South St. Louis Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Stephen Ramsour and Dennis Ruark. Planning & Zoning Recommended Approval)

6. COUNCIL BILL NO. 2013-270- AN ORDINANCE providing for the vacation of a 60-foot wide utility easement located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri. Stephen Ramsour. Planning & Zoning Recommended Approval)

7. COUNCIL BILL NO. 2013-271 -AN ORDINANCE providing for the vacation of a 20-foot wide utility easement located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri (Requested by Stephen Ramsour. Planning & Zoning Recommended Approval)

8. Consent Agenda

1. Minutes of the May 6, 2013 city council meeting
2. Minutes of the May 13, 2013 special city council meeting
3. Minutes of the May 29, 2013 special city council meeting

4. COUNCIL BILL NO. 2013-262 -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 1802 New Hampshire Avenue in the City of Joplin, Jasper County, Missouri.

5. COUNCIL BILL NO. 2013-263 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0-PD and District R-1 and including in District C-1-PD property as described below and located at 1731 East 20th Street, 1830 and 1902 South St. Louis Avenue in the City of Joplin, Jasper County, Missouri.

6. COUNCIL BILL NO. 2013-264 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of Central City Road between 26th Street and 32nd Street, including 26th Street between Central City Road and East approximately 795 feet, and 32nd Street between Central City Road and East approximately 795 feet, in Jasper County, Missouri.

7. COUNCIL BILL NO. 2013-265 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of 32nd Street and Central City Road, in Jasper County, Missouri.

8. COUNCIL BILL NO. 2013-506 - AN ORDINANCE amending Section 118-203, Basis for computation, and Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain language changes; and setting a date when this Ordinance shall become effective.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2013-186 - AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System, and containing an emergency clause.

2. COUNCIL BILL NO. 2013- 189 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Emery Sapp & Sons Inc, for the 4th & Tyler Stormwater Project in the amount of One Hundred Sixty One Thousand Nine Hundred Fifteen and 27/100 Dollars ($161,915.27) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

3. COUNCIL BILL NO. 2013-192 AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of a permanent slope easement from property described as Lot Numbered Nine (9) in GLENWOOD ADDITION, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Schifferdecker Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

4. COUNCIL BILL NO. 2013-193 - AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way and a permanent drainage easement from property described as Lot Ten (10) in Chamber of Commerce Addition, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Maiden Lane, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

5. COUNCIL BILL NO. 2013-195 - AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way and a temporary construction easement from property described as Lot Nine (9) and Ten (10) in Clark's Addition, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Maiden Lane, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

6. COUNCIL BILL NO. 2013-196 - AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way and a temporary construction easement from property described of Lot 21 in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Maiden Lane, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

7. COUNCIL BILL NO. 2013-197 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Missouri Northern Arkansas Railroad for Easements for the Maiden Lane Widening Project in the City of Joplin and authorizing the Director of Public Works of the City of Joplin to execute said Agreement; and containing an emergency clause.

8. COUNCIL BILL NO. 2013-198 - AN ORDINANCE approving the City of Joplin to enter into an Agreement with Missouri Northern Arkansas Railroad for a Deed Easement for the Maiden Lane Widening Project in the City of Joplin and authorizing the Director of Public Works of the City of Joplin to execute said Agreement; and containing an emergency clause.

9. COUNCIL BILL NO. 2013-199 - AN ORDINANCE approving an Addendum with the U.S. Department of Transportation Federal Highway Administration for the TIGER Grant No. 8 Agreement and authorizing the City Manager to execute said Addendum and containing an emergency clause.

10. COUNCIL BILL NO. 2013-200 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Camcor Environmental to provide professional services for the Remediation of Metals Contaminated Soil and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

11. COUNCIL BILL NO. 2013-201 - AN ORDINANCE authorizing a First Supplemental Funding Agreement with the Missouri Department of Transportation for the Zora and Main Interchange Project and containing an emergency clause.

12. COUNCIL BILL NO. 2013-202 AN ORDINANCE approving the purchase of right of way from property at 22nd and Maiden Lane, consisting of part of Lot Numbered One Hundred Ten (110) in Southwest Village Subdivision in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Seventeen Thousand Five Hundred and 00/100 dollars ($17,500.00) and containing an emergency clause.

13. COUNCIL BILL NO. 2013- 203 - AN ORDINANCE approving the City of Joplin to enter into a Change Order Agreement with Ewing Signal, for the Tornado Damaged Signal & Lighting in the amount of Two Hundred Thirteen Thousand Nine Hundred Sixty Seven and 55/100 Dollars ($213,967.55) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

1. AMENDED COUNCIL BILL NO. 2013-001 - AN ORDINANCE amending the Joplin City Code of Ordinances by amending Sections 102-1, 102-2, 102-3, 102-4, 102-5, 102-6, 102-7, and 102-8, to allow for curbside recycling in and for the City of Joplin and submitting to the voters of the City of Joplin, Missouri, the proposition of whether or not to institute such curbside recycling in and for the residents of the City at a General Municipal Election on Tuesday April 8, 2014.

13. Unfinished Business

14. New Business

1. Case 027-13: 2921 East 22nd Street – A request for a Site Plan Review for the expansion of a parking lot in a District C-1-PD (Neighborhood Commercial – Planned Development) zoning district – Smitco Eateries, Inc. / Dirk Thibodaux. (Planning & Zoning Commission recommended approval by a vote of 7 in favor, 0 absent)

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

INFORMAL NOTES

INFORMAL NOTES

May 6, 2013

Discussion of proposed fee ordinance for health department	Health Department Director, Dan Pekarek, presented the City Council with a proposed ordinance which would allow the health director to establish a schedule of fees for various services in areas of communicable disease, general health, and environmental services where there are no outside funding sources provided. Fees would be based on actual cost of service. Mr. Scearce stated that whatever the Health Board suggested, the council should support. Mayor Colbert-Kean directed Mr. Pekarek to present the item to the Health Board with council's support.
Other Business	City Manager Mark Rohr introduced the new Human Resources Director, Dave Allgood. Rohr read a brief biography of Dave and asked everyone to make Mr. Allgood feel welcomed. Mr. Glaze inquired about the 20th & Indiana rebuild project. Ms. Haase explained the property has been declared dangerous property, but there is a court order that won't demolition at this time. Mr. Glaze also inquired about the Nixon Garage property that was rezoned for Nixon's business, but is now for sale. The questions arose as to whether or not the property should be rezoned since Nixon is not using it for his business. Dr. Rosenberg feels the property is properly rezoned and if a new owner wants to rezone it, he can ask for it as long as it's within the C-1 regulations.

PUBLIC HEARINGS

CITY OF JOPLIN, MISSOURI

VEHICLE FOR HIRE LICENSE APPLICATION

I. INSTRUCTIONS

1) Provide all information requested below
2) Present proof of insurance coverage on the vehicle being licensed.
3) Present state safety inspection certificate for the vehicle being licensed performed within 90 days of the application date.
4) Remit license fee of $37.50. Please make all checks payable to the City of Joplin.

NAME OF OWNER/OPERATOR: Todd Barwick

D/B/A/: HCT Shuttle

BUSINESS ADDRESS: 7087 Nighthawk Rd Neosho, MO 64850

BUSINESS PHONE: 417-499-5425

VEHICLE OWNER'S NAME: Todd Barwick
(if different than owner/operator named above, provide copy of written lease agreement)

CLASSIFICATION: (Check one)

Taxicab ____X____ Limousine _____ Luxury Sedan _____
Shuttle Service _____X_____ Luxury/Custom Van _____

VEHICLE INFORMATION:

Year 2012 Make TOYOTA

Model SIENNA Passenger Capacity 7

Vehicle Identification Number 5TDKA3DCXCS015585

State Certificate of Title Number TWH43799

APPLICANT'S SIGNATURE — DATE 9-15-15

FOR FINANCE DEPARTMENT USE ONLY:

LICENSE NUMBER ISSUED: _____

APPROVED BY: _____ DATE: _____

APPROVAL NOTICE

SEE INFORMATION ON REVERSE SIDE

VEHICLE OWNER'S NAME: Fletcher Toyota

TIME INSPECTION STARTED: 11:40

STREET: 2209 S Range Line

TIME INSPECTION ENDED: 12:10

CITY: Joplin

COUNTY: Jasper

VEH YR	MAKE	MODEL	ODOMETER READING (REQUIRED)	LICENSE NUMBER
12	Toyota	Sien	19997	

VEH ID NO: 5TDKA3DCX[redacted]S015585

BODY STYLE: ☐ Car ☐ School Bus ☐ Truck (GVW < 8500 lbs.) ☐ SUV ☐ Motorcycle ☐ Truck/Bus (GVW = 8500+)

FUEL TYPE: ☐ Gas ☐ Diesel ☐ Gas/LPG ☐ Other (Explain) ☐ LPG ☐ Electric ☐ Hybrid

DEFECTS

CODE	DEFECTIVE PART		LABOR COST	TOTAL

NEOSHO LICENSE OFFICE RECEIVED MAR 08 2013 OFFICE NEOSHO, MISSOURI

☐ ID / OD VERIFICATION ☐ TRAILER VERIFICATION (Inspection fee $ ONLY)

BRAKE INSPECTED: ☑ LF ☐ RF ☐ LR ☐ RR

TOTAL COST: $

INSPECTION STATION: Freddie Toyota

STATION NUMBER: 049189

CITY WHERE INSPECTED: Joplin

DATE INSPECTED: 2-19-13

INSPECTOR'S PERMIT NUMBER: 90003017C

INSPECTOR'S SIGNATURE

REPAIR AUTHORIZATION

I realize total repair cost is an estimate and repairs are not required to be performed at this station, but I authorize the above establishment to repair my vehicle.

OWNER'S SIGNATURE

DATE REINSPECTED

REINSPECTOR'S PERMIT NUMBER

STICKER/DECAL NUMBER: 1391926

REINSPECTOR'S SIGNATURE

CONTROL NUMBER: R 620729

SHP-499N

MISSOURI AUTO INSURANCE IDENTIFICATION CARD 03/07/2013

INSURANCE COMPANY NAME AND ADDRESS

National Casualty Ins. Co. 800.423.7675

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
CAO0252216	11/26/2012	11/26/2013

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
2012	Sienna Toyota	5TDK43DCXCS015585

AGENCY/COMPANY ISSUING CARD

ITR, Inc.
16 Hawk Ridge Drive
Suite 125
Lake St. Louis MO 63367

INSURED NAME AND ADDRESS

Health Care Transit, Inc.
7191 Nighthawk Rd.
Neosho MO 64850-

SEE IMPORTANT NOTICE ON REVERSE SIDE

DRIVERS

THIS CARD MUST BE CARRIED IN THE INSURED
MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 MO (2/08) ©ACORD CORPORATION 1998

INTEGRATED 03/07/2013 14:39 6366250909

HCT Shuttle Rate Sheet

Using the Joplin Legislative Zones Map our rates will be as follows.

Zone 1: $20

Zone 2: $17.50

Zone 3: $17.50

Zone 4: $15.00

NEW MOTOR VEHICLE REGISTRATION RECEIPT

2.2

20132150780 10DF434200330002

Page 1 of 1

OWNER INFORMATION

HEALTH CARE TRANSIT, INC
7191 NIGHTHAWK RD
NEOSHO, MO 64850

TELEPHONE: (417) 850-4140
COUNTY: NEWTON

VEHICLE INFORMATION

MAKE	YEAR	VEHICLE ID NUMBER	KIND OF VEHICLE	BODY STYLE	FUEL TYPE	ODOMETER	HORSEPOWER
TOYT	2012	5TDKA3DCXCS015585	PASSENGER	VAN	GASOLINE		33

TITLE NUMBER	PURCHASE DATE
	3/4/2013

REGISTRATION INFORMATION

CURRENT REGISTRATION TYPE	CURRENT NUMBER	EXPIRATION
PLATE STANDARD PASSENGER NON-VANPOOL	DJ7V1W	03/2014

ISSUED INVENTORY INFORMATION

INVENTORY TYPE	INVENTORY NUMBER
SET TABS - 2014	W4534478
PASSENGER/RV MARCH	DJ7V1W

FEE INFORMATION

DESCRIPTION - CODE	AMOUNT
REGISTRATION FEE / PASSENGER - 0001	$24.25
AGENT FEE / AGENT FEE - 0708	$3.50
TOTAL PAID:	**$27.75**

You must present your insurance card (a copy is acceptable) or other acceptable proof of financial responsibility. Any false statement in this receipt is a violation of the law and may be punished by fine or imprisonment or both.

SIGNATURE STATEMENT

By certify that the statement(s) herein are true to the best of my knowledge. I also certify that I have and will maintain, during the period of registration, financial responsibility with respect to each motor e that I own, license or operate on the streets or highways.

SIGNATURE: X

NOTE: The Missouri Department of Revenue may electronically resubmit checks returned for insufficient or uncollected funds. Other restrictions may apply.

FOR OFFICE USE ONLY

PREVIOUS NUMBER	EXPIRATION DATE	VERIFICATION
		Financial Responsibility: Verified Personal Property Tax: Verified

Your Opinion Matters! Please tell us if our service met your expectations at www.dor.mo.gov.

NEOSHO
Office: 078010
Operator - Time: DF4342 - 3/8/2013 1:52:58 PM
Workstation: 2
Shipment: 215

Missouri Department of Revenue
PO Box 100
Jefferson City, MO 65105-0100
(573) 526-3669
www.dor.mo.gov/mvdl

20132150780 10DF43420033

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013

Item: COUNCIL BILL NO. 2013-266
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 5/24/2013
City Attorney: Brian Head BH Date: 5-28-13
City Manager: R. Mark Rohr RMR Date: 5-29-13
Board or Commission: Planning and Zoning Commission MBW Date: 5/13/2013

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

SUMMARY/REQUEST:
Case 021-13: 2610 East 32nd Street – A request to rezone from District C-O (Non-Retail Commercial) to District C-1 (Neighborhood Commercial) for future retail use – Thomas Nguyen.

STAFF SUMMARY:
The proposed rezoning would allow the applicant (the current property owner) to operate a retail use. The applicant would like to open a nail salon in the existing building, which is not permitted in a C-O zoning district.

Staff recommends approval of Case 021-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Thomas Nguyen appeared to request the rezoning of his property from District C-0 to District C-1.

PUBLIC COMMENT:
Mrs. Sharon Vernon, 2115 East 35th Street, Joplin, owns the property at 3232 Garrison. She is not opposed to the request but asked about the parking lot in the back due to the slope in this area. She asked if Mr. Nguyen will build that area up and expressed concern about drainage to the south.

Mr. Wright has discussed the drainage issue with the applicant. He must obtain a stormwater report and develop a stormwater management plan before he can expand that parking lot.

Z&P Meeting: May 13, 2013
City Council Meeting: June 3, 2013

STAFF PLANNING REPORT
Rezoning

CASE 021-13:

A request to rezone from District C-O (Non-Retail Commercial) to District C-1 (Neighborhood Commercial) for property located at 2610 East 32nd Street to allow for future retail use.

APPLICANT: Thomas Nguyen

LOCATION: 2610 East 32nd Street

REQUESTED ZONING: C-1 (Neighborhood Commercial)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-O (Non-Retail Commercial)	Office	110' x 134' / 14,740 ft² / .34 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-1 PD	C-3 PD	R-1	R-1
Land Use	Commercial	Commercial	Single-Family	Single-Family

FUTURE LAND USE:

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

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
32nd Street	Major Arterial	85'
Garrison Avenue	Local	40'

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning would allow the applicant (the current property owner) to operate a retail use. The applicant would like to open a nail salon in the existing building, which is not permitted in a C-O zoning district.

Staff recommends approval of Case 021-13.

ENCLOSURES:

None

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

RECEIVED
3-26-13

For Office Use Only
Case No.: 021-13
Filing Fee: $350.00
Date Advertised: 4-28-13
Date Notices Sent 4-29-13
Public Hearing Date: 5-13-13

APPLICANT: THOMAS NGUYEN PHONE: 417-529-6256
ADDRESS: 3312 S. Delaware Ave. Joplin, MO 64804 ZIP:
OWNER: THOMAS NGUYEN PHONE: 417-529-6256
ADDRESS: 3312 S. Delaware, Joplin, MO ZIP: 64804
LOCATION OF PROPERTY: 2610 E. 32nd Street, Joplin, MO 64804
LEGAL DESCRIPTION: Lot 1 Guerrero Subdivision

Present Zoning C-O Requested Zoning: C-1-PD Acreage:
Present Use of Property: DERMATECH - Skin Care - Salon and Spa

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	CONCORD PLAZA	C-1-PD
South	Rental	R-1
East	LANDMARK SHOPPING CENTER	C-3-PD
West	Residental	R-1

CHARACTER OF THE NEIGHBORHOOD:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?

2. Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain: TO open nails salon

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes.

2. Consistent with Future Land Use Map? NAILS SALON

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: 32nd Street and Garrison
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: 32nd Street
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? 134.32' on E. 32nd Street, 106' on Garrison Ave.
2. Properly Sized Street Right-of-Way? E. 32nd Street and Garrison Ave.
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? Empire
   - Gas? MGE
   - Sewers? City
   - Water? Missouri American water
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: [signature] DATE: 03-18-13

BY: THOMAS NGUYEN

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.)



Case 021-13: A request to rezone from District C-O (Non-Retail) to District C-1 (Neighborhood Commercial) for property at 2610 East 32nd Street to allow for future retail use. - Thomas Nguyen



Case 021-13: 2610 East 32nd Street – A request to rezone from District C-O (Non-Retail Commercial) to District C-1 (Neighborhood Commercial) for future retail use – Thomas Nguyen.

Mr. Harrington opened the public hearing for Case 021-13.

Mr. Thomas Nguyen, 2610 East 32nd Street, Joplin, appeared to request the rezoning of his property from District C-0 to District C-1.

Mr. Harrington asked for comments from the audience.

Mrs. Sharon Vemon, 2115 East 35th Street, Joplin, stated that she owns the property at 3232 Garrison. She is not opposed to the request but asked about the parking lot in the back due to the slope in this area. She asked if Mr. Nguyen will build that area up and expressed concern about drainage to the south.

Mr. Wright has discussed the drainage issue with the applicant. He must obtain a stormwater report and develop a stormwater management plan before he can expand that parking lot.

Mr. Harrington asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 021-13.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 021-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 021-13
Thomas Nguyen
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-266 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0 and including in District C-1 property as described below and located at 2610 East 32nd Street in the City of Joplin, Newton County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District C-0 and including same in District C-1:

All of Lot 1 in Garrison Subdivision to the City of Joplin, Newton County, Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013

Item: COUNCIL BILL NO. 2013-267
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DXH Date: 5/24/2013
City Attorney: Brian Head Date: 5-28-13
City Manager: R. Mark Rohr RMR Date: 5-28-13
Board or Commission: Planning and Zoning Commission MDW Date: 5/13/2013

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

SUMMARY/REQUEST:
Case 022-13: 3014, 3030 South Main, and 3015, 3019, 3023, and 3027 South Joplin – A request to rezone from District C-1 (Neighborhood Commercial) and District R-1 (Single-Family Residential) to District C-3 PD (Commercial – Planned Development) for future planned commercial development – Charlie Kuehn.

STAFF SUMMARY:
The proposed rezoning is for the development of a 7,918 square foot commercial building (under construction) and 78 parking spaces.

Access Management: The site will have four points of access, including entrances from South Main Street, South Joplin Avenue, from 30th Street via alley, and from the parking lot of the shopping center to the south.

Parking: A total of 78 parking spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain a 7,918 square foot building. The exterior of the building will primarily be brick, with minor amounts of EIFS around the parapet. Metal awnings will be attached to the building above each entrance on the north and east façade.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. The west side of the parking lot will be screened from residential across Joplin Avenue with a mix of street trees and shrubs. Interior islands are included with parking lot trees.

Buffering: A landscaped buffer with 6' fence will be provided on the north property line adjacent to a residential-zoned property.

Staff recommends approval of Case 022-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn appeared representing Dr. Michael Joseph to rezone the property in this request. Since Mr. Kuehn and Dr. Joseph acquired the old Southtown Sporting Goods property and started that building, they have acquired the three houses to the north along Joplin Avenue. They are requesting the rezoning of this property to District C-3-PD, which is uniform to the other properties around that site.

Mr. Kuehn is planning parking on the Joplin Avenue side to alleviate some of the parking problems can result with the development on the Southtown Sporting Goods property.

Mr. Eastman asked Mr. Kuehn if he plans to vacate that alley, and he replied that vacation of the alley is being requested in Case 023-13. He will vacate the alley, but the utility easements would remain. He would like to pave and clean up this area. He stated that the proposed development complies with the new City of Joplin Comprehensive Plan and stormwater management policies.

PUBLIC COMMENT:
Mr. Jerry Carpenter, 2614 East 15th Street, Joplin, appeared in opposition and stated that he owns rental property located at 3014 Joplin Avenue and at 3009 Joplin Avenue. He expressed concern regarding decreased residential property values and placing commercial property adjacent to a house. He asked about buffering between his properties and the commercial development.

Mr. Bolander stated that the City recently updated its Comprehensive Plan. The staff conducted a public participation process, with the plan being amended to allow commercial zoning to the east side of Joplin Avenue, with Joplin basically being the boundary between commercial and residential zoning. Commercial development has already occurred along the east side of Joplin in a few other areas. Buffering and landscaping will be required between the commercial and residential uses.

Mr. Carpenter asked if this will consist of a wall or just landscaping, and Mr. Bolander replied that it can be either a wall or landscaping or a combination of both.

Mr. Carpenter asked if there will be an easement between his house at 3014 Joplin Avenue and the commercial property, and Mr. Kuehn replied that a privacy fence will be erected.

Mr. Carpenter asked about a 10-foot easement with a landscaped buffer with a fence. Mr. Bolander replied that Joplin Avenue also exists between the residential and commercial properties.

Mr. Bolander stated that Mr. Kuehn plans a privacy fence and a 10-foot landscape buffer adjacent to Mr. Carpenter's house at 3009 Joplin Avenue.

Mr. Carpenter asked if a privacy fence is planned between both of his properties and the proposed commercial development, and Mr. Bolander replied yes.

Mr. Carpenter asked how tall the privacy fence would be, and Mr. Bolander replied a six-foot privacy fence.

Mr. Carpenter asked if there will be a 20-foot section, plus the fence, between the house at 3009 Joplin Avenue and the commercial development. Mr. Eastman replied that is correct.

Mr. Carpenter asked about if there will be a 20-foot east-west boundary between the commercial development and his property at 3014 Joplin Avenue. Mr. Harrington replied that there will be a fence between the commercial development and 3009 Joplin, but no fence between the commercial development and 3014 Joplin.

Mr. Harrington stated that the commercial development is part of the City's new Comprehensive Plan. Mr. Carpenter asked if commercial development is planned all the way down Main Street like that, and Mr. Harrington replied that the opportunity is there.

Mr. Carpenter stated that brand new homes have been built along the east side of Joplin Avenue, and he asked if commercial zoning might extend all the way north to 26th Street. Mr. Harrington replied that the Comprehensive Plan takes the business district all the way to Joplin Avenue.

Mr. Carpenter asked if this applies to the property from 20th Street down, and Mr. Harrington did not believe a stopping point has been identified. Mr. Bolander replied that the planned business district goes all the way down the east side of Joplin Avenue.

Mr. Cortez asked Mr. Carpenter about his tenants' concerns, and he replied headlights and parking. He thought a wall would help address these concerns since trees take a long time to grow.

Z&P Meeting: May 13, 2013
City Council Meeting: June 3, 2013

STAFF PLANNING REPORT
Rezoning

CASE 022-13:

A request to rezone from District C-1 (Neighborhood Commercial) and District R-1 (Single-Family Residential) to District C-3 PD (Commercial – Planned Development) for properties located 3014 and 3030 S. Main Street and 3015, 3019, 3023, and 3027 S. Joplin Avenue for future retail-commercial development.

APPLICANT: Charlie Kuehn

LOCATION: 3014 and 3030 S. Main Street, 3015, 3019, 3023, and 3027 S. Joplin Avenue

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

CORRIDOR: South Main Street – Site Plan Required

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-1 (Neighborhood Commercial) and R-1 (Single-Family)	Retail/Commercial (Under construction), Single-Family	Approx. 250' x 250' / 54,000 ft² / 1.24 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-1, R-1	C-3 PD	C-3	R-1
Land Use	Commercial, Single-Family	Retail/Commercial (Planned)	Retail/Commercial	Single-Family

FUTURE LAND USE:

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

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Main Street	Major Arterial	80'
S. Joplin Avenue	Minor Arterial	60'

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 7,918 square foot commercial building (under construction) and 78 parking spaces.

Access Management: The site will have four points of access, including entrances from S. Main Street, S. Joplin Avenue, from 30th Street via alley, and from the parking lot of the shopping center to the south.

Parking: A total of 78 parking spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain a 7,918 square foot building. The exterior of the building will primarily be brick, with minor amounts of EIFS around the parapet. Metal awnings will be attached to the building above each entrance on the north and east façade.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. The west side of the parking lot will be screened from residential across Joplin Avenue with a mix of street trees and shrubs. Interior islands are included with parking lot trees.

Buffering: A landscaped buffer with 6' fence will be provided on the north property line adjacent to a residential-zoned property.

Staff recommends approval of Case 022-13.

ENCLOSURES:

Site plan/Landscape plan

Building elevations

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

For Office Use Only
Case No.: 022-13
Filing Fee: $350.00
Date Advertised: 4-28-13
Date Notices Sent 4-29-13
Public Hearing Date: 5-13-13

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

RECEIVED
4-5-13

APPLICANT: Charlie Kuehn PHONE: 417-625-1609
ADDRESS: 620 McConnell ZIP: 64801
OWNER: Multiple (see seperate page) PHONE: "
ADDRESS: " ZIP: "
LOCATION OF PROPERTY: 3015, 3019, 3023, & 3027 S. Joplin; 3014 & 3030 S. main
LEGAL DESCRIPTION: Lukes Southern Lots 130-133;
Lukes Southern Lot 55-59

Present Zoning R-1 & C-1 Requested Zoning: C-3 PD Acreage: 1.24 acres
Present Use of Property: Commercial (under construction) & Residential

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial & Single-family	C-1 & R-1
South	Commercial	C-3 & R-1
East	Commercial	C-3 PD
West	Single-family	R-1

CHARACTER OF THE NEIGHBORHOOD: Redeveloping Commercial areas

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: Main Street & Joplin Avenue
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 60' & 60'
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? N/A
2. Properly Sized Street Right-of-Way? _____
3. Drainage Easements? _____
4. Utility Easements:
   - Electricity? _____
   - Gas? _____
   - Sewers? _____
   - Water? _____
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: _____

BY: _____

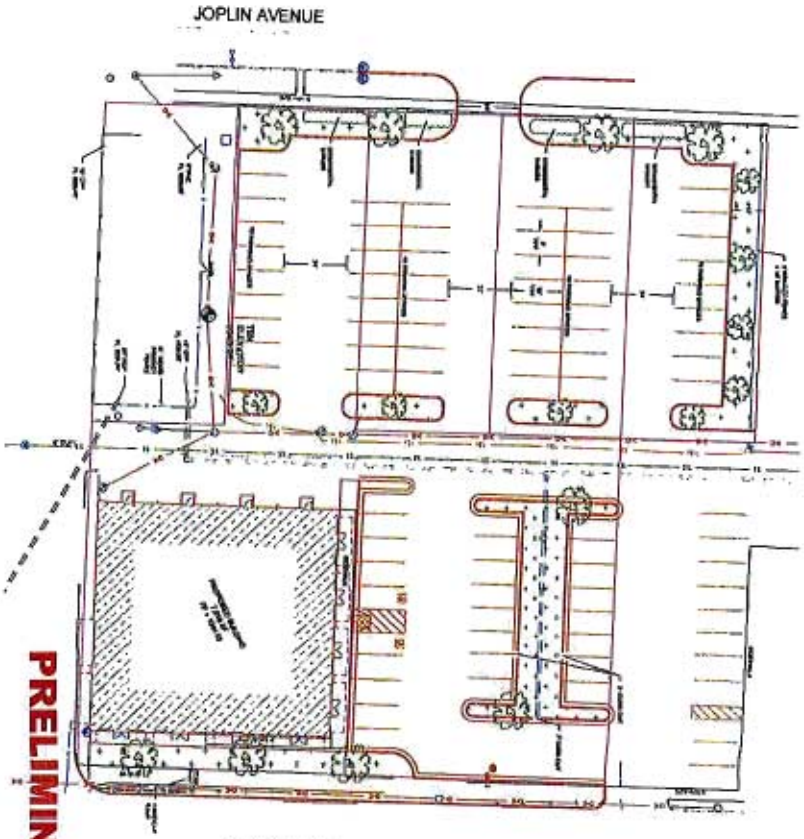
TITLE: _____

(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.)

EROSION CONTROL

GENERAL NOTES:

STAGES OF CONSTRUCTION:



PRELIMINARY

LEGEND

LEGEND FOR PAVEMENT TYPES

GRAPHIC SCALE

BENCHMARKS

LOCATION SKETCH

SITE

DRAWING NO.	PRELIMINARY
JOP-100-3313	
SHEET NUMBER 1 OF 1	

POUR STATE HOMES
SOUTHTOWN DEVELOPMENT
3030 S. MAIN STREET

SITE GEOMETRY

JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS			
NO.	DESCRIPTION	BY	DATE

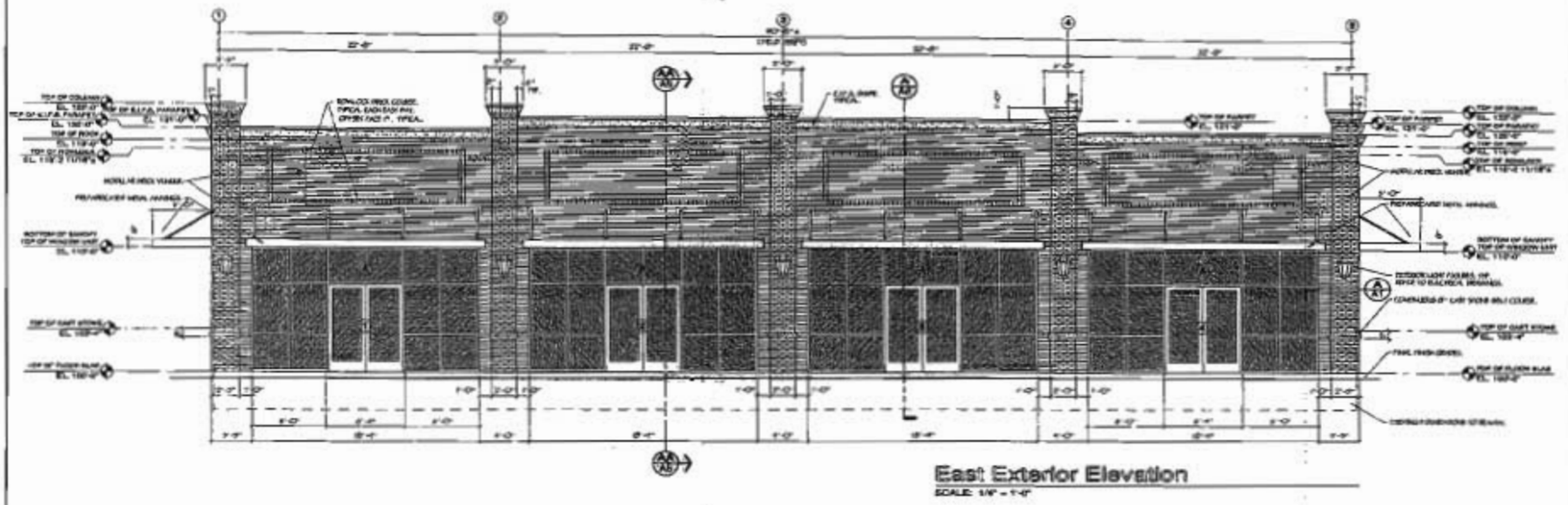
DRAWING INFO	
DRAWN BY	
CHECKED BY	R. CODY SEXTON, PE
LICENSE NO	PE-
DATE	APRIL 2013
FIELD BOOK	
JOB NUMBER	X3137-13

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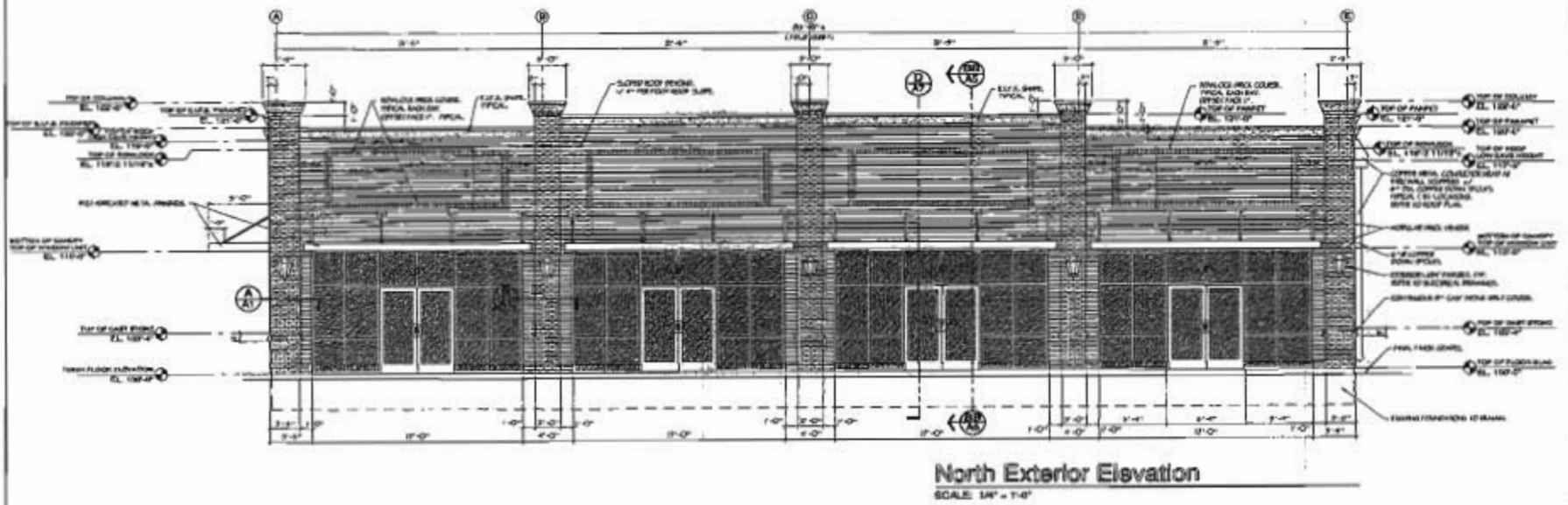


Case 022-13: A request to rezone from District C-1 (Neighborhood Commercial) and District R-1 (Single-Family) to District C-3 PD (Commercial - Planned Development) for properties located at 3014 and 3030 S. Main and 3015, 3019, 3023, and 3027 S. Joplin for future planned commercial development. - Charlie Kuehn



East Exterior Elevation

SCALE: 1/8" = 1'-0"



North Exterior Elevation

SCALE: 1/8" = 1'-0"

Revisions	By
Last Modification	
Date	By

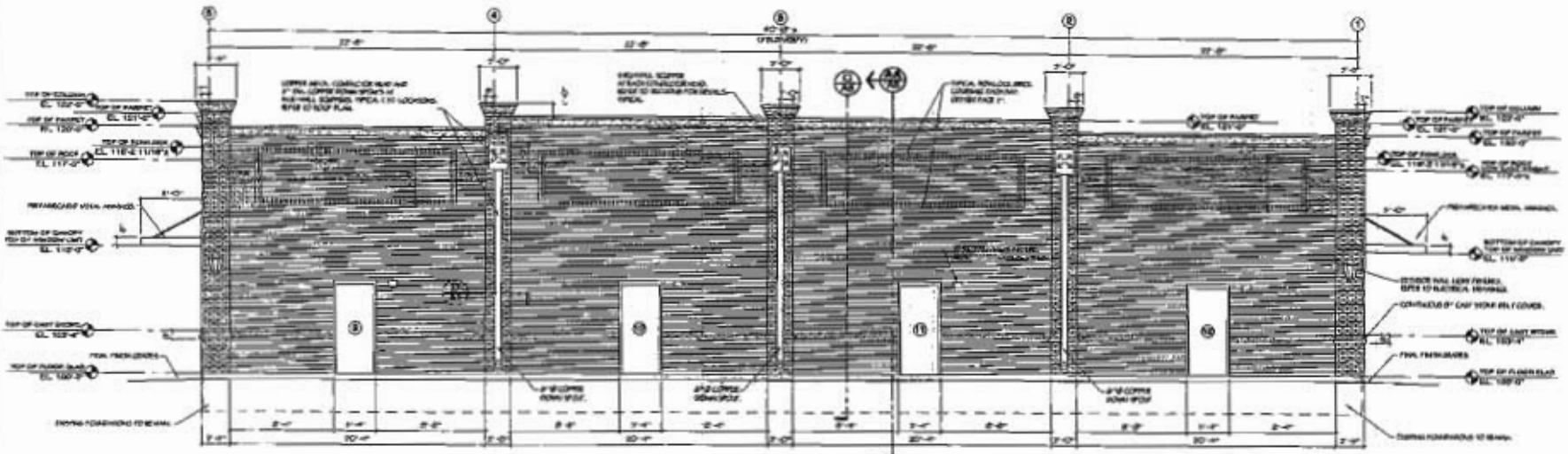
Hunter & Millard
ARCHITECTS, INC.

Former Southtown Salt Property
3022 S. MAIN
JOPLIN, MO

Four State Homes

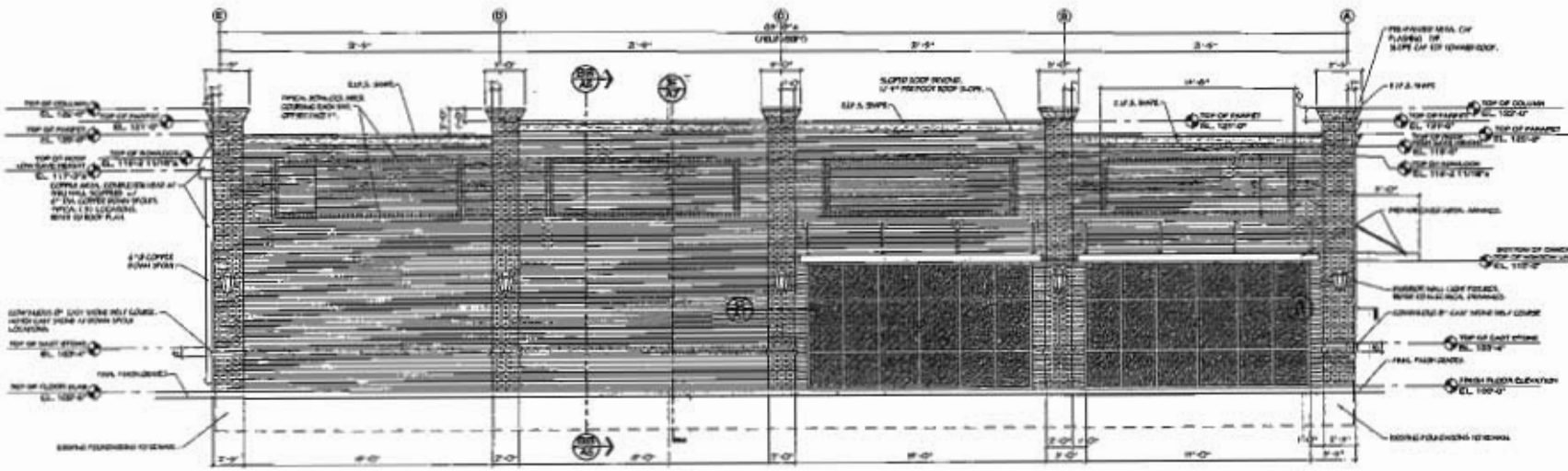
October 31, 2018
1/8" = 1'-0"
1838
Exterior Elevations

A3



West Exterior Elevation

SCALE: 1/4" = 1'-0"



South Exterior Elevation

SCALE: 1/4" = 1'-0"

Revisions	By
Last Modification	
final	MHS

Hunter & Millard
ARCHITECTS, INC.

Former Southtown East Property
3022 S. MAIN
JOPLIN, MO

October 31, 2012
1/4" = 1'-0"
1209
Floor Plan

A4

Case 022-13: 3014, 3030 South Main, and 3015, 3019, 3023, and 3027 South Joplin – A request to rezone from District C-1 (Neighborhood Commercial) and District R-1 (Single-Family Residential) to District C-3 PD (Commercial – Planned Development) for future planned commercial development – Charlie Kuehn.

Mr. Harrington opened the public hearing for Case 022-13.

Mr. Charles Kuehn, 620 McConnell Avenue, Joplin, appeared representing Dr. Michael Joseph to rezone the property in this request. Since Mr. Kuehn and Dr. Joseph acquired the old Southtown Sporting Goods property and started that building, they have acquired the three houses to the north along Joplin Avenue. They are requesting the rezoning of this property to District C-3-PD, which is uniform to the other properties around that site.

Mr. Kuehn is planning parking on the Joplin Avenue side to alleviate some of the parking problems can result with the development on the Southtown Sporting Goods property.

Mr. Eastman asked Mr. Kuehn if he plans to vacate that alley, and he replied that vacation of the alley is being requested in Case 023-13. He will vacate the alley, but the utility easements would remain. He would like to pave and clean up this area. He stated that the proposed development complies with the new City of Joplin Comprehensive Plan and stormwater management policies.

Mr. Harrington asked for comments from the audience.

Mr. Jerry Carpenter, 2614 East 15th Street, Joplin, appeared in opposition to the request and stated that he owns the property at 3014 South Joplin Avenue. He has owned that property for over 20 years, and he expressed concern about placing commercial property adjacent to a house. He expressed concerns regarding decreased residential property values. He asked how far the commercial zoning would extend down Joplin Avenue. He also owns property along the east side of Joplin Avenue that will be looking into a parking lot.

Mr. Bolander stated that the City recently updated its Comprehensive Plan. The staff conducted a public participation process, with the plan being amended to allow commercial zoning to the east side of Joplin Avenue, with Joplin basically being the boundary between commercial and residential zoning. Commercial development has already occurred along the east side of Joplin in a few other areas. Buffering and landscaping will be required between the commercial and residential uses.

Mr. Carpenter asked if this will consist of a wall or just landscaping, and Mr. Bolander replied that it can be either a wall or landscaping or a combination of both.

Mr. Carpenter asked if there will be an easement between his house at 3014 Joplin Avenue and the commercial property, and Mr. Kuehn replied that a privacy fence will be erected.

Mr. Carpenter asked about a 10-foot easement with a landscaped buffer with a fence. Mr. Bolander replied that Joplin Avenue also exists between the residential and commercial properties.

Mr. Carpenter asked about buffering along the north end of the proposed commercial development. Mr. Bolander asked Mr. Carpenter if he owns a house on the east side of Joplin Avenue as well, and he replied that he also owns a house at 3009 South Joplin. He stated that this rezoning request is for the four houses just south of his property.

Mr. Eastman asked Mr. Carpenter if he has seen the parking lot development taking place in the 2700 block of Joplin Avenue, and he replied that he has. Mr. Eastman stated that the proposed development will be similar to what has taken place there.

Mr. Bolander stated that Mr. Kuehn plans a privacy fence and a 10-foot landscape buffer adjacent to Mr. Carpenter's house at 3009 Joplin Avenue.

Mr. Carpenter asked if a privacy fence is planned between both of his properties and the proposed commercial development, and Mr. Bolander replied yes.

Mr. Carpenter asked how tall the privacy fence would be, and Mr. Bolander replied a six-foot privacy fence.

Mr. Carpenter asked if there will be a 20-foot section, plus the fence, between the house at 3009 Joplin Avenue and the commercial development. Mr. Eastman replied that is correct.

Mr. Carpenter asked about if there will be a 20-foot east-west boundary between the commercial development and his property at 3014 Joplin Avenue. Mr. Harrington replied that there will be a fence between the commercial development and 3009 Joplin, but no fence between the commercial development and 3014 Joplin.

Mr. Harrington stated that the commercial development is part of the City's new Comprehensive Plan. Mr. Carpenter asked if commercial development is planned all the way down Main Street like that, and Mr. Harrington replied that the opportunity is there.

Mr. Carpenter stated that brand new homes have been built along the east side of Joplin Avenue, and he asked if commercial zoning might extend all the way north to 26th Street. Mr. Harrington replied that the Comprehensive Plan takes the business district all the way to Joplin Avenue.

Mr. Carpenter asked if this applies to the property from 20th Street down, and Mr. Harrington did not believe a stopping point has been identified. Mr. Bolander replied that the planned business district goes all the way down the east side of Joplin Avenue.

Mr. Carpenter asked if this could happen to anybody's property along the east side of Joplin Avenue. Mr. Harrington replied that a developer would have to purchase the property to develop it.

Mr. Carpenter stated that his tenants have expressed concerns regarding the proposed commercial development, and Mr. Eastman commented that some of the houses to be demolished are not in good shape.

Mr. Cortez asked Mr. Carpenter about his tenants' concerns, and he replied headlights and parking. He thought a wall would help address these concerns since trees take a long time to grow.

Mr. Harrington asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 022-13.

MR. LANDRITH MOVED, SECONDED BY MR. SMITH, THAT CASE 022-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 022-13
Charlie Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-267 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 and District R-1 and including in District C-3-PD property as described below and located at 3014 and 3030 South Main Street and 3015, 3019, 3023, and 3027 South Joplin Avenue in the City of Joplin, Jasper County, Missouri.

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

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

All of Lots Numbered 55, 56, 57, 58, and 59 in Luke's Southern Addition to the City of Joplin, Jasper County, Missouri, AND All of Lots Numbered 130, 131, 132, and 133 in Luke's Southern Addition to the City of Joplin, Jasper County, Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

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: June 3, 2013

Item: COUNCIL BILL NO. 2013-268
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 5/24/2013
City Attorney: Brian Head BH Date: 5-24-13
City Manager: R. Mark Rohr RMR Date: 5-24-13
Board or Commission: Planning and Zoning Commission Mtg Date: 5/13/2013

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

SUMMARY/REQUEST:
Case 023-13: West of 3014 and 3030 South Main – A request for the vacation of a portion of a 20 foot wide public alley between South Main and South Joplin beginning at the north right-of-way line of vacated 31st Street north approximately 250 feet – Charlie Kuehn.

STAFF SUMMARY:
The existing alley will become a drive aisle for a parking lot that is part of the 3030 South Main commercial development. Access will still be allowed through the alley that connects to 30th Street. Access will also still be allowed to the shopping center to the south of the existing alley.

Staff recommends approval of Case 023-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn appeared representing Dr. Michael Joseph to vacate the alley while still maintaining the utility easements to provide for a very smooth, nice transition between the parking lots.

Mr. Eastman asked Mr. Kuehn if the power lines will stay, and he replied that they will stay. He has designed his landscaping around the existing power poles.

Mr. Duncan asked noted one residence still existing near 31st Street and asked if their access through the alley would be blocked off. Mr. Bolander replied that this property is actually part of the commercial development to the south. The street was vacated, and no house is currently there. That area is a stormwater detention area to accommodate the commercial development to the south.

PUBLIC COMMENT:
Mr. Jerry Carpenter, 2614 East 15th Street, Joplin, appeared in opposition and asked about a retaining wall to reduce the noise and traffic.

Z&P Meeting: May 13, 2013
City Council Meeting: June 3, 2013

STAFF PLANNING REPORT
Vacation

CASE 023-13:

A request for the vacation of a public alley.

APPLICANT: Charlie Kuehn

LOCATION: Between S. Main and S. Joplin, beginning at the north right-of-way line of vacated 31st Street, north 250 feet.

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley	20' x 250'

REASON FOR VACATION:

Lots on both sides of the alley will be under a single ownership. The new owner would like to maintain the existing alley as a drive aisle for a new parking lot to the west.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: N/A

DISCUSSION:

The existing alley will become a drive aisle for a parking lot that is part of the 3030 S. Main commercial development. Access will still be allowed through the alley that connects to 30th Street. Access will also still be allowed to the shopping center to the south of the existing alley.

Staff recommends approval of Case 023-13.

ENCLOSURES: Site Plan

RECEIVED
4-8-13

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 023-13
Filing Fee: $ 350.00
Date Advertised: 4-28-13
Date Notices Sent 4-29-13
Public Hearing Date: 5-13-13

I. Applicant Name: Charlie Kuehn Phone: 417-625-1609
If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 620 McConnell Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☑

Utility vacation ☐

Other (Please specify) _____

III. Legal Description of area requested to be vacated: From the Northend of Southtown Plaza Extending 248 Ft North (See attached Beacon View)

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

1. Private rights will not be injured or endangered by the vacation. NO

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

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

V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

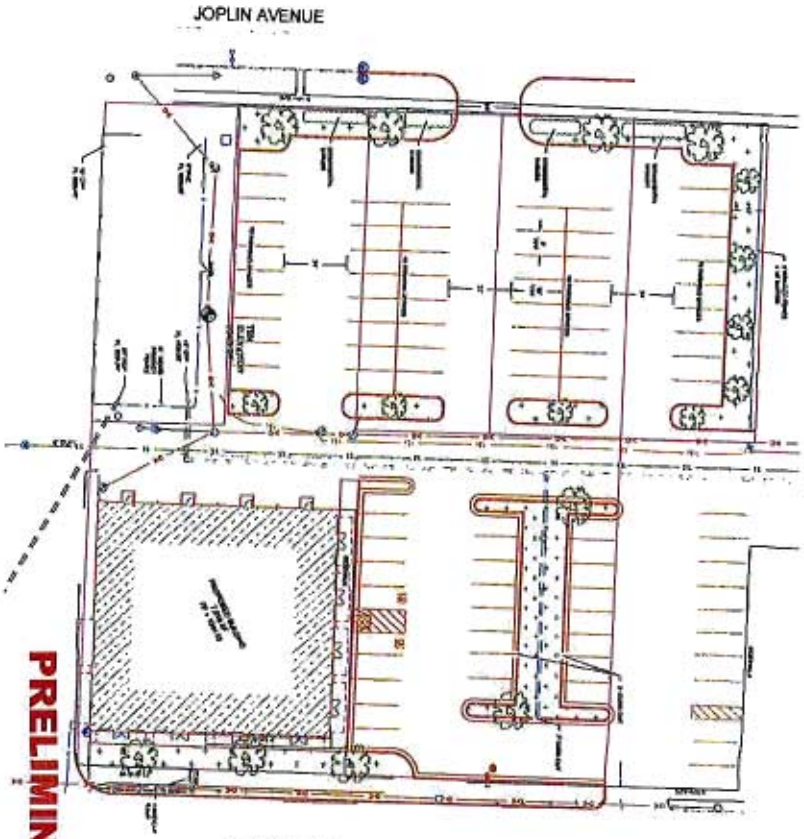
3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation for the Public Hearing can take place.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928

EROSION CONTROL

GENERAL NOTES:

STAGES OF CONSTRUCTION:



PRELIMINARY

LEGEND

LEGEND FOR PAVEMENT TYPES

GRAPHIC SCALE

BENCHMARKS

LOCATION SKETCH

SITE

DRAWING NO.	PRELIMINARY
JOP-100-3313	
SHEET NUMBER 1 OF 1	

POUR STATE HOMES
SOUTHTOWN DEVELOPMENT
3030 S. MAIN STREET

SITE GEOMETRY

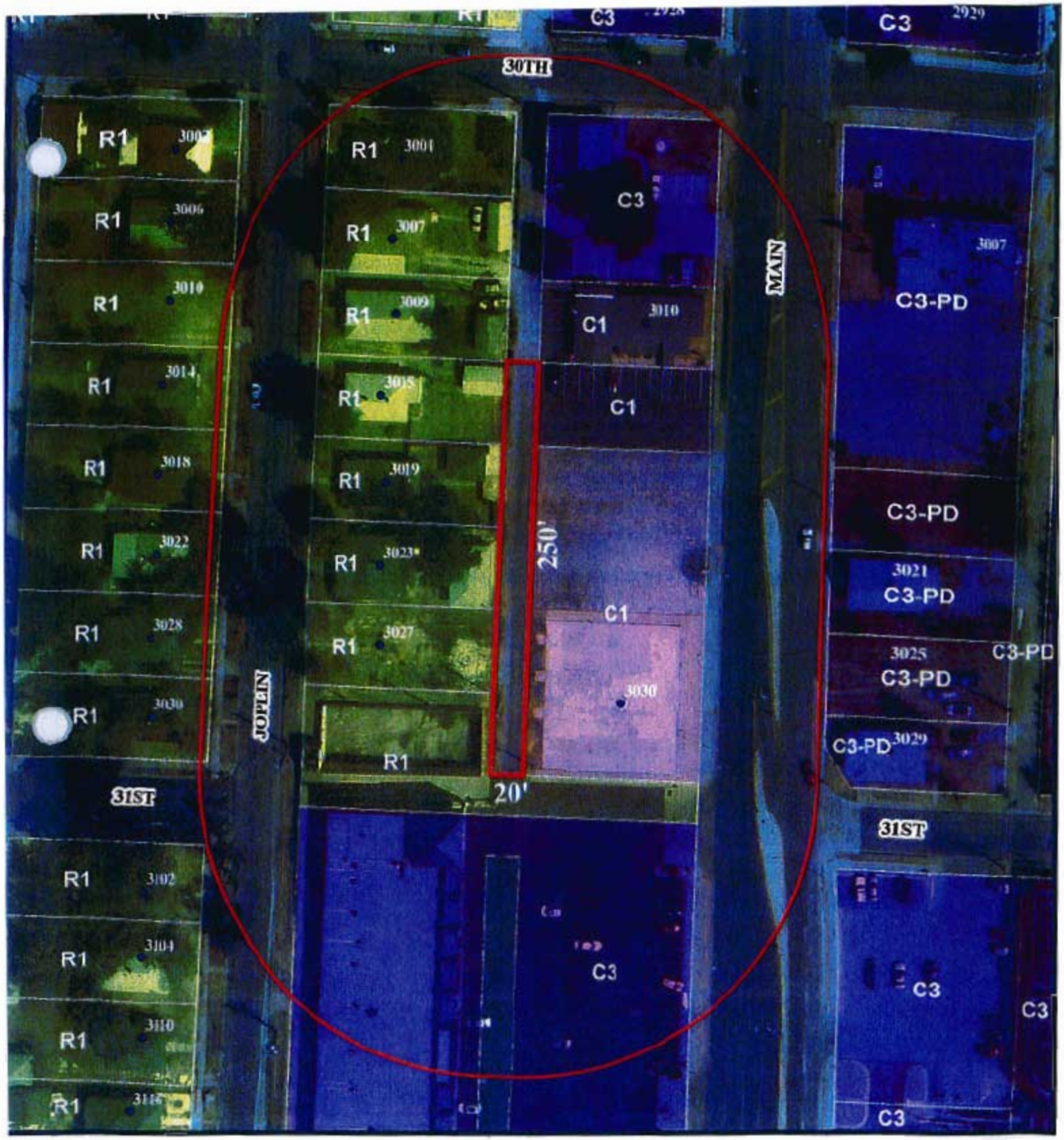
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DRAWING INFO	
DRAWN BY	
CHECKED BY	R. CODY SEXTON, PE
LICENSE NO	PE-
DATE	APRIL 2013
FIELD BOOK	
JOB NUMBER	X3137-13

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ENGINEERS • SURVEYORS • LABORATORIES • DRILLING



0 75 150 300 450 600 Feet

Case 023-13: A request to vacate a 20 foot wide alley between S. Main Street and S. Joplin Avenue beginning at the north right-of-way line of vacated 31st Street north 250 feet. Located west of 3014 and 3030 S. Main Street - Charlie Kuehn

N

Case 023-13: West of 3014 and 3030 South Main – A request for the vacation of a portion of a 20 foot wide public alley between South Main and South Joplin beginning at the north right-of-way line of vacated 31st Street north approximately 250 feet – Charlie Kuehn.

Mr. Harrington opened the public hearing for Case 023-13.

Mr. Charles Kuehn, 620 McConnell Avenue, Joplin, appeared representing Dr. Michael Joseph to vacate the alley while still maintaining the utility easements to provide for a very smooth, nice transition between the parking lots.

Mr. Eastman asked Mr. Kuehn if the power lines will stay, and he replied that they will stay. He has designed his landscaping around the existing power poles.

Mr. Harrington asked for comments from the audience.

Mr. Jerry Carpenter, 2614 East 15th Street, Joplin, appeared in opposition and asked about a retaining wall to reduce the noise and traffic.

Mr. Duncan asked noted one residence still existing near 31st Street and asked if their access through the alley would be blocked off. Mr. Bolander replied that this property is actually part of the commercial development to the south. The street was vacated, and no house is currently there. That area is a stormwater detention area to accommodate the commercial development to the south.

Mr. Harrington asked for additional comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 023-13.

MR. CORTEZ MOVED, SECONDED BY MR. LANDRITH, THAT CASE 023-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 023-13
Charlie Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-268 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a portion of a 20-foot wide public alley located west of 3014 and 3030 South Main Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 20-foot wide public alley located west of 3014 and 3030 South Main Street in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A portion of a 20 foot wide public alley between South Main Street and South Joplin Avenue beginning at the north right-of-way line of vacated 31st Street north approximately 250 feet.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

ATTEST: Melodee Colbert-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013

Item: COUNCIL BILL NO. 2013-269
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DH Date: 5/24/2013
City Attorney: Brian Head Date: 5-28-13
City Manager: R. Mark Rohr Date: 5-28-13
Board or Commission: Planning and Zoning Commission MD Date: 5/13/2013

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

SUMMARY/REQUEST:
Case 024-13: West of 720 South St. Louis – A request for the vacation of a portion of a 20 foot wide public alley and utility easement between South St. Louis and vacated Massachusetts beginning at the north right-of-way line of 8th Street north 300 feet – Stephen Ramsour and Dennis Ruark.

STAFF SUMMARY:
The vacation will allow the proposed retail development to begin construction. Representatives of the new retail business have made plans with utilities to relocate existing lines.

Staff recommends approval of Case 024-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Rick Rohlfing, an engineer with BFA Consultants from Washington, Missouri, appeared representing the two property owners on this agenda item. The request for the vacation of the easement and the alleyway is over a portion that is not used today. It is just a grassy area containing some berming. A developer would like to redevelop the Crossroads Chevrolet property and the Nixon's Garage property. It would become one parcel owned by the same entity.

Mr. Rohlfing stated that the northern portion of that easement that is utilized today by the car wash would be untouched. He has met with Mr. Alburty, the owner of the car wash, who has no concerns with what is being proposed.

PUBLIC COMMENT: None.

Z&P Meeting: May 13, 2013
City Council Meeting: June 3, 2013

STAFF PLANNING REPORT
Vacation

CASE 024-13:

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

APPLICANT: Stephen Ramsour and Dennis Ruark

REPRESENTATIVE: BFA, Inc.

LOCATION: Between S. St. Louis Avenue and vacated Massachusetts Avenue, beginning at the north right-of-way line of 8th Street, north 300 feet.

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley, Utility	20' x 300'

REASON FOR VACATION:

A retail development is proposed on the properties currently addressed as 1600 E. 7th Street and 720 S. St. Louis Avenue. The proposed site plan includes a portion of a permanent structure to be constructed over the existing alley and utility easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: Will be relocated

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DISCUSSION:

The vacation will allow the proposed retail development to begin construction. Representatives of the new retail business have made plans with utilities to relocate existing lines.

Staff recommends approval of Case 024-13.

ENCLOSURES: Preliminary Site Plan

CITY OF JOPLIN

RECEIVED 4-5-13

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 024-13
Filing Fee: $ 350.00
Date Advertised: 4-28-13
Date Notices Sent 4-25-13
Public Hearing Date: 5-13-13

I. Applicant Name: Ramsour see attached Phone: _____

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

Address: 1600 East Seventh Street, Joplin MO. Zip: 64804

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☒

Utility vacation ☒

Other (Please specify) _____

III. Legal Description of area requested to be vacated: The Alley East of Lots 29-34 and West of Lots 5-10 of Murphy and Leffen Addition PB 3, PG. 248, lying north of Eighth Street and South of Seventh Street, between vacated Massachusetts Avenue and St. Louis Avenue

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CITY OF JOPLIN

RECEIVED 4-5-13

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 024-13
Filing Fee: $ 350.00
Date Advertised: 4-28-13
Date Notices Sent 4-29-13
Public Hearing Date: 5-13-13

I. Applicant Name: Dennis and Mary Ruark Phone:

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

Address: 720 S St. Louis Avenue, Joplin MO. Zip: 64804

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☒

Utility vacation ☒

Other (Please specify)

III. Legal Description of area requested to be vacated: The Alley East of Lots 29-34 and West of Lots 5-10 of Murphy and Leffen Addition PB 3, PG. 248, lying north of Eighth Street and South of Seventh Street, between vacated Massachusetts Avenue and St. Louis Avenue

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

1. Private rights will not be injured or endangered by the vacation. no

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

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

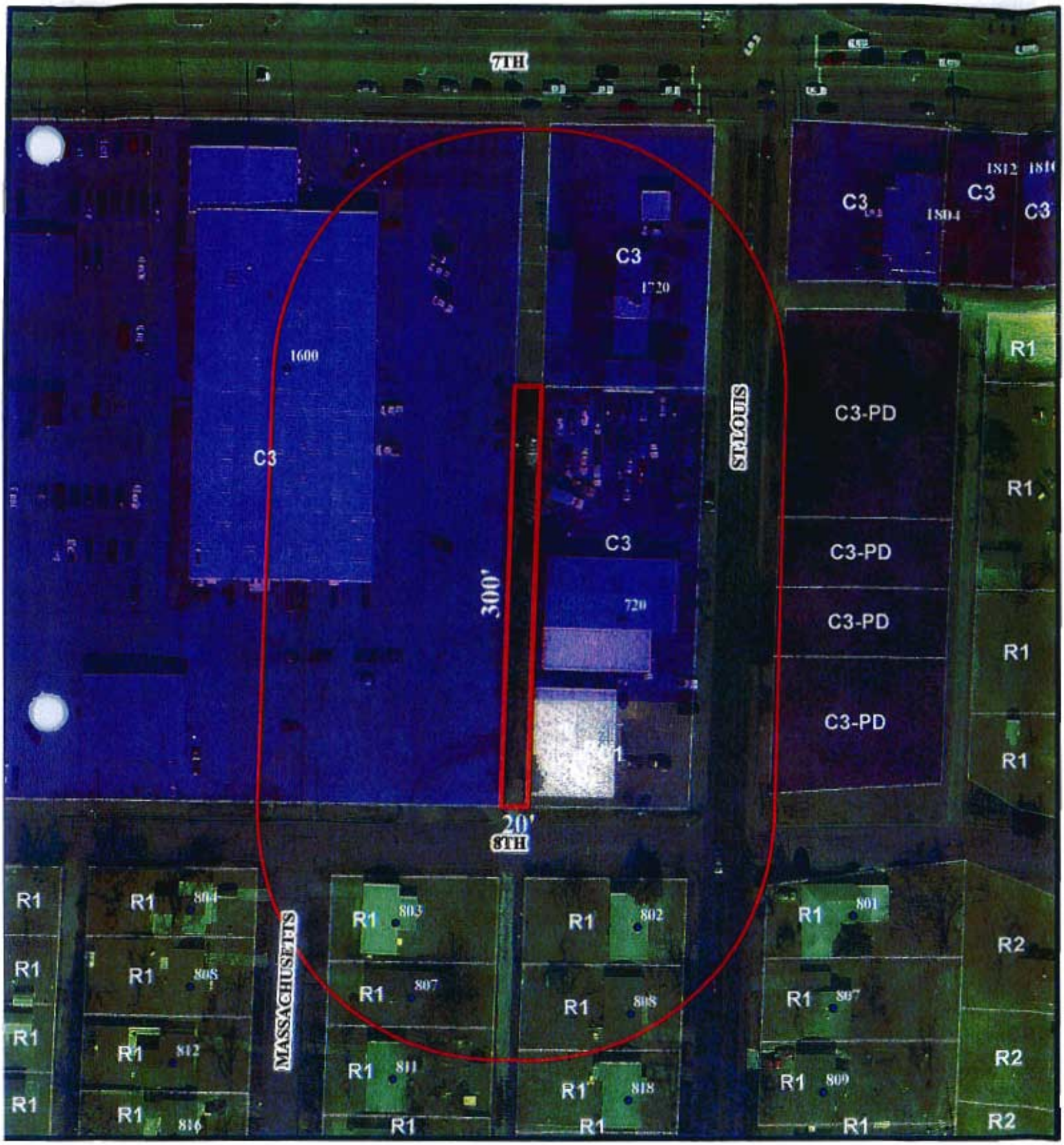
V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation for the Public Hearing can take place.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928



Case 024-13: A request to vacate a portion of a 20 foot wide alley between S. St. Louis A ue and the vacated Massachusetts Avenue beginning at the north right-of-way line of 8th Street north 300 feet. - Stephen Ramsour and Dennis Ruark



SITE PLAN
Walmart
Market
COMMERCIAL
MASSACHUSETTS AVE.
TERRACE AVE.
ALLEY
PAVEMENT LEGEND
STANDARD DUTY PAVEMENT
STANDARD DUTY CONCRETE
HEAVY DUTY PAVEMENT
HEAVY DUTY CONCRETE (TYPE I)
BUILDING CONCRETE
CITY STREET ASPHALT OVERLAY PVMT.
FOR REVIEW ONLY
Walmart # 4057-00
City of Joplin, Jasper County, Missouri
Wal-Mart Stores, Inc. 2001 SE 10th Street
Bentonville, AR 72716
BFA
17 OF 46

Case 024-13: West of 720 South St. Louis – A request for the vacation of a portion of a 20 foot wide public alley and utility easement between South St. Louis and vacated Massachusetts beginning at the north right-of-way line of 8th Street north 300 feet – Stephen Ramsour and Dennis Ruark.

Mr. Harrington opened the public hearing for Case 024-13.

Mr. Rick Rohlfing, an engineer with BFA Consultants from Washington, Missouri, appeared representing the two property owners on this agenda item. The request for the vacation of the easement and the alleyway is over a portion that is not used today. It is just a grassy area containing some berming. A developer would like to redevelop the Crossroads Chevrolet property and the Nixon's Garage property. It would become one parcel owned by the same entity.

Mr. Rohlfing stated that the northern portion of that easement that is utilized today by the car wash would be untouched. He has met with Mr. Alburty, the owner of the car wash, who has no concerns with what is being proposed.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 024-13.

MR. SMITH MOVED, SECONDED BY MR. BROWN, THAT CASE 024-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 024-13
Stephen Ramsour and Dennis Ruark
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-269 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a portion of a 20-foot wide public alley and utility easement located west of 720 South St. Louis Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 20-foot wide public alley and utility easement located west of 720 South St. Louis Avenue in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A portion of a 20 foot wide public alley and utility easement between South St. Louis Avenue and vacated Massachusetts Avenue beginning at the north right-of-way line of Eighth Street north 300 feet.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013

Item: COUNCIL BILL NO. 2013-270
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DWH Date: 5/24/2013
City Attorney: Brian Head Date: 5-28-13
City Manager: R. Mark Rohr RMR Date: 5.28.13
Board or Commission: Planning and Zoning Commission MDW Date: 5/13/2013

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

SUMMARY/REQUEST:
Case 025-13: 1600 East 7th – A request for the vacation of a 60 foot wide utility easement in the vacated Massachusetts Avenue right-of-way between 7th and 8th Streets – Stephen Ramsour.

STAFF SUMMARY:
There are no utilities currently located in the utility easement to be vacated. Massachusetts Avenue was vacated in 1964, but there is no record that the utility easement was vacated.

Staff recommends approval of Case 025-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Rick Rohlfing, with BFA Consultants from Washington, Missouri, appeared representing Mr. Ramsour on this agenda item. This easement is only an easement at this point, with the street right-of-way being vacated some years ago; however, the easement still exists and goes through the existing building. It would also go through the redevelopment of the site.

PUBLIC COMMENT:
None.

Z&P Meeting: May 13, 2013
City Council Meeting: June 3, 2013

STAFF PLANNING REPORT
Vacation

CASE 025-13:

A request for the vacation of a public utility easement.

APPLICANT: Stephen Ramsour

REPRESENTATIVE: BFA, Inc.

LOCATION: Vacated Massachusetts Avenue between 7th and 8th Streets

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EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Utility	60' x 490'

REASON FOR VACATION:

A retail development is proposed on the property addressed as 1600 E. 7th Street. The proposed site plan includes a permanent structure to be constructed over the existing utility easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

There are no utilities currently located in the utility easement to be vacated. Massachusetts Avenue was vacated in 1964, but there is no record that the utility easement was vacated.

Staff recommends approval of Case 025-13.

ENCLOSURES: Preliminary Site Plan

CITY OF JOPLIN

RECEIVED 4-5-13

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 025 -13
Filing Fee: $ 350.00
Date Advertised: 4-28-13
Date Notices Sent 4-29-13
Public Hearing Date: 5-13-13

I. Applicant Name: Ramsour see attached Phone: _____

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

Address: 1600 East Seventh Street, Joplin MO. Zip: 64804

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☐

Utility vacation ☒

Other (Please specify) _____

III. Legal Description of area requested to be vacated: Massachusetts Street as per Murphy and Leffen Addition PB 3, PG. 248, lying north of Eighth Street and South of Seventh Street

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

1. Private rights will not be injured or endangered by the vacation. no

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

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

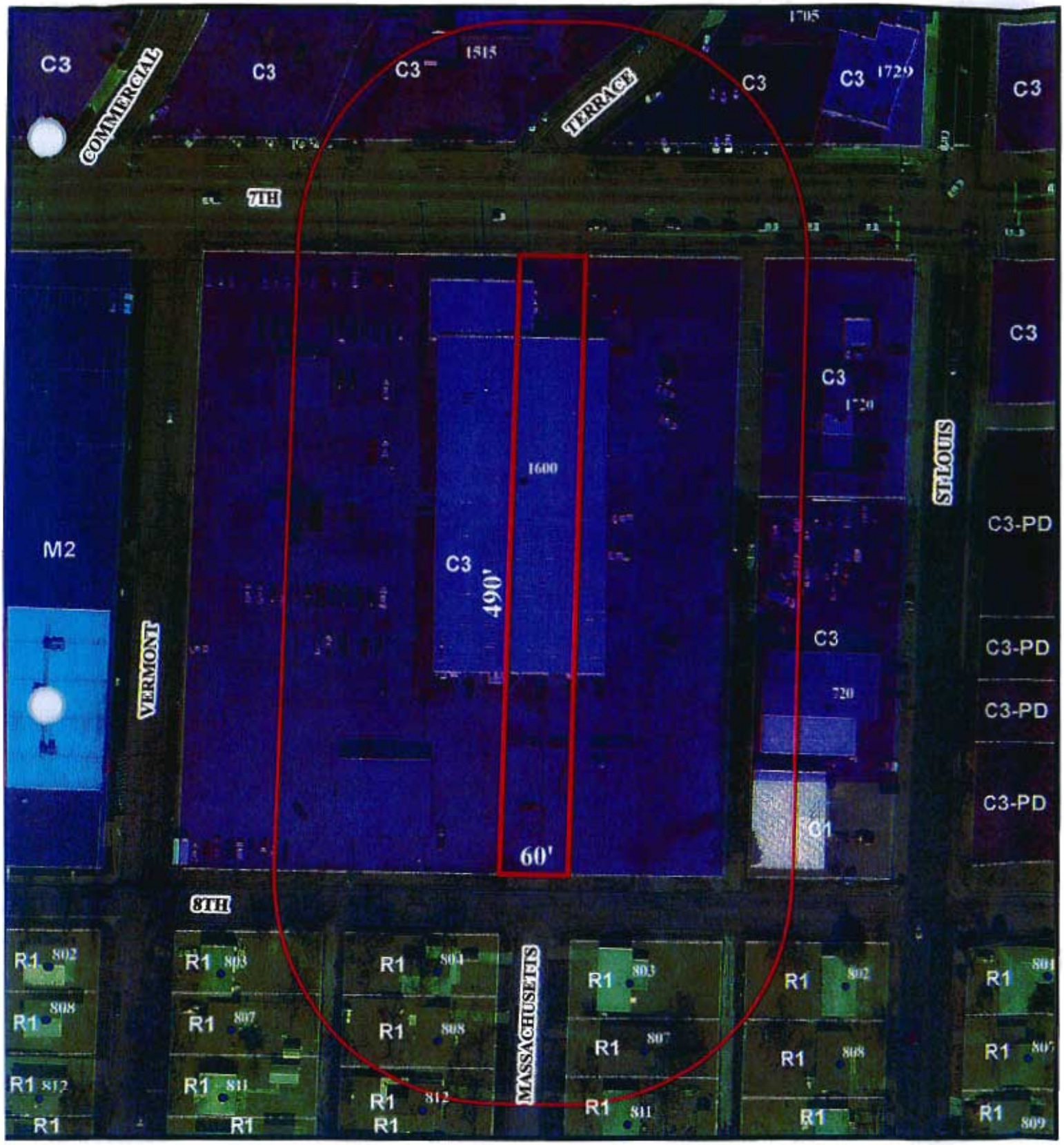
V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation for the Public Hearing can take place.

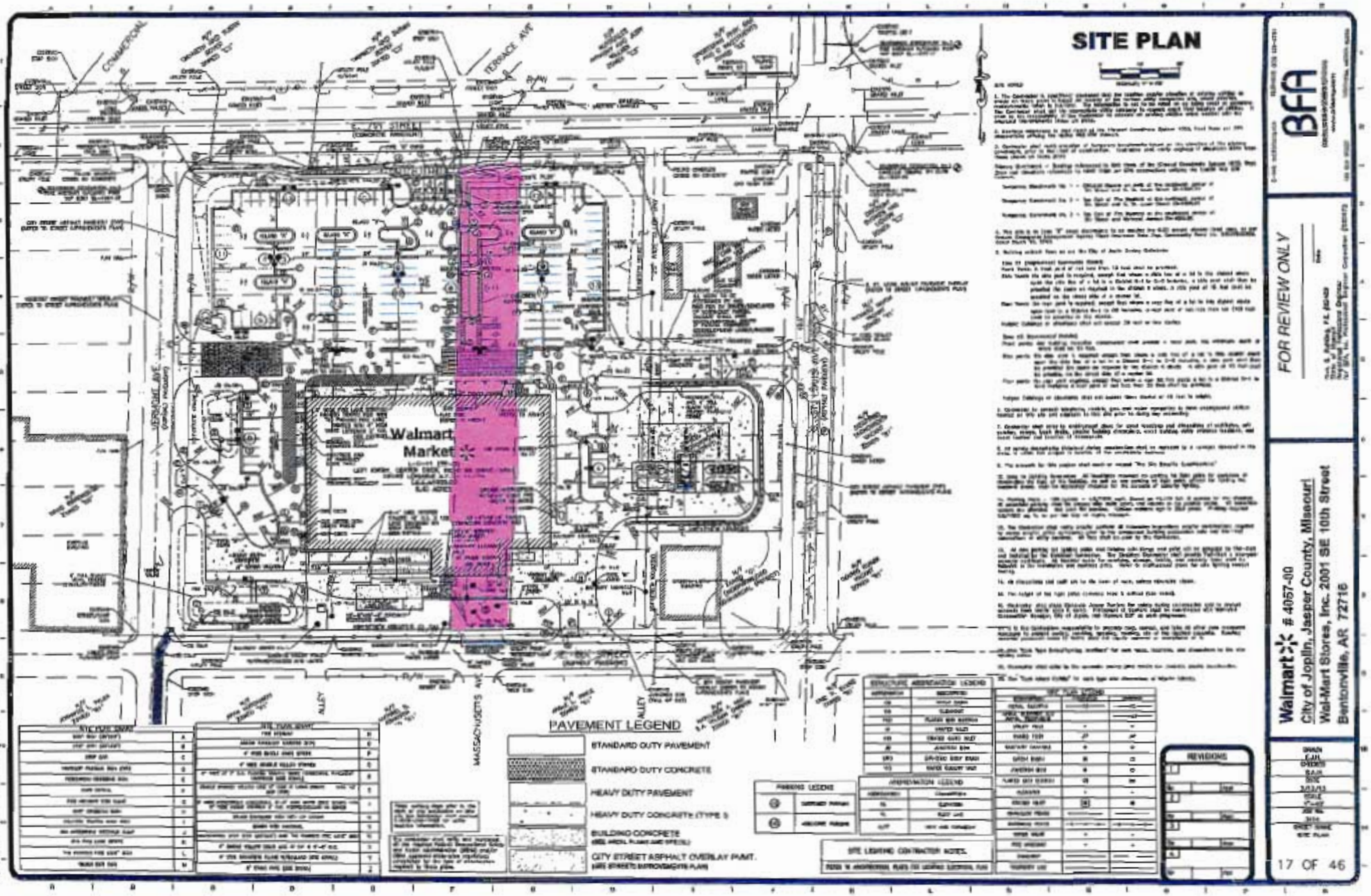
a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928



0 95 190 380 570 760 Feet

Case 025-13: A request to vacate a 60 foot wide utility easement in the vacated Massachusetts Avenue right-of-way between 7th and 8th Streets, located at 1600 E. 7th Street. - Stephen Ramsour

N


SITE PLAN
Walmart Market
PAVEMENT LEGEND
STANDARD DUTY PAVEMENT
STANDARD DUTY CONCRETE
HEAVY DUTY PAVEMENT
HEAVY DUTY CONCRETE (TYPE 3)
BUILDING CONCRETE
CITY STREET ASPHALT OVERLAY PVMT.
SITE LIGHTING CONTRACTOR NOTES:
REVISIONS
FOR REVIEW ONLY
BFA
Walmart # 4057-00
City of Joplin, Jasper County, Missouri
Wal-Mart Stores, Inc. 2001 SE 10th Street
Bentonville, AR 72716
17 OF 46

Case 025-13: 1600 East 7th – A request for the vacation of a 60 foot wide utility easement in the vacated Massachusetts Avenue right-of-way between 7th and 8th Streets – Stephen Ramsour.

Mr. Harrington opened the public hearing for Case 025-13.

Mr. Rick Rohlfing, with BFA Consultants from Washington, Missouri, appeared representing Mr. Ramsour on this agenda item. This easement is only an easement at this point, with the street right-of-way being vacated some years ago; however, the easement still exists and goes through the existing building. It would also go through the redevelopment of the site.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 025-13.

MR. BROWN MOVED, SECONDED BY MR. EASTMAN, THAT CASE 025-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 025-13
Stephen Ramsour
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-270 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 60-foot wide utility easement located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 60-foot utility easement located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A 60-foot wide public utility easement in the vacated Massachusetts Avenue right-of-way between Seventh and Eighth Streets.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013

Item: COUNCIL BILL NO. 2013-271
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg — Date: 5/24/2013
City Attorney: Brian Head — Date: 5-28-13
City Manager: R. Mark Rohr — Date: 5-28-13
Board or Commission: Planning and Zoning Commission — Date: 5/13/2013

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

SUMMARY/REQUEST:
Case 026-13: 1600 East 7th – A request for the vacation of a 20 foot wide utility easement in the vacated alley between vacated Massachusetts Avenue and Vermont Avenue between 7th and 8th Streets – Stephen Ramsour.

STAFF SUMMARY:
City sewer is currently located in the utility easement and will be relocated. The alley was vacated in 1964, but there is no record that the utility easement was vacated.

Staff recommends approval of Case 026-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Rick Rohlfing, with BFA Consultants from Washington, Missouri, appeared representing Mr. Ramsour on this agenda item. This request is just to vacate an existing easement where the right-of-way has already been vacated some years ago. The easement is no longer necessary.

PUBLIC COMMENT:
None.

Z&P Meeting: May 13, 2013
City Council Meeting: June 3, 2013

STAFF PLANNING REPORT
Vacation

CASE 026-13:

A request for the vacation of a public utility easement.

APPLICANT: Stephen Ramsour

REPRESENTATIVE: BFA, Inc.

LOCATION: Between Vermont Avenue and vacated Massachusetts Avenue, between 7th and 8th Streets

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EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Utility	20' x 490'

REASON FOR VACATION:

A retail development is proposed on the property addressed as 1600 E. 7th Street. The proposed site plan includes a permanent structure to be constructed over the existing utility easement.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: Will be relocated

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DISCUSSION:

City sewer is currently located in the utility easement and will be relocated. The alley was vacated in 1964, but there is no record that the utility easement was vacated.

Staff recommends approval of Case 026-13.

ENCLOSURES: Preliminary Site Plan

CITY OF JOPLIN

RECEIVED 4-5-13

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 026-13
Filing Fee: $ 350.00
Date Advertised: 4-28-13
Date Notices Sent 4-29-13
Public Hearing Date: 5-13-13

I. Applicant Name: Ramsour see attached Phone: _____

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

Address: 1600 East Seventh Street, Joplin MO. Zip: 64804

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☐

Utility vacation ☒

Other (Please specify) _____

III. Legal Description of area requested to be vacated: The Alley East of Lots 67 thru 76 and West of Lots 39 thru 48 of Murphy and Leffen Addition PB 3, PG. 248, lying north of Eighth Street and South of Seventh Street, between vacated Massachusetts Avenue and Vermont Avenue

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

1. Private rights will not be injured or endangered by the vacation. no

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

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

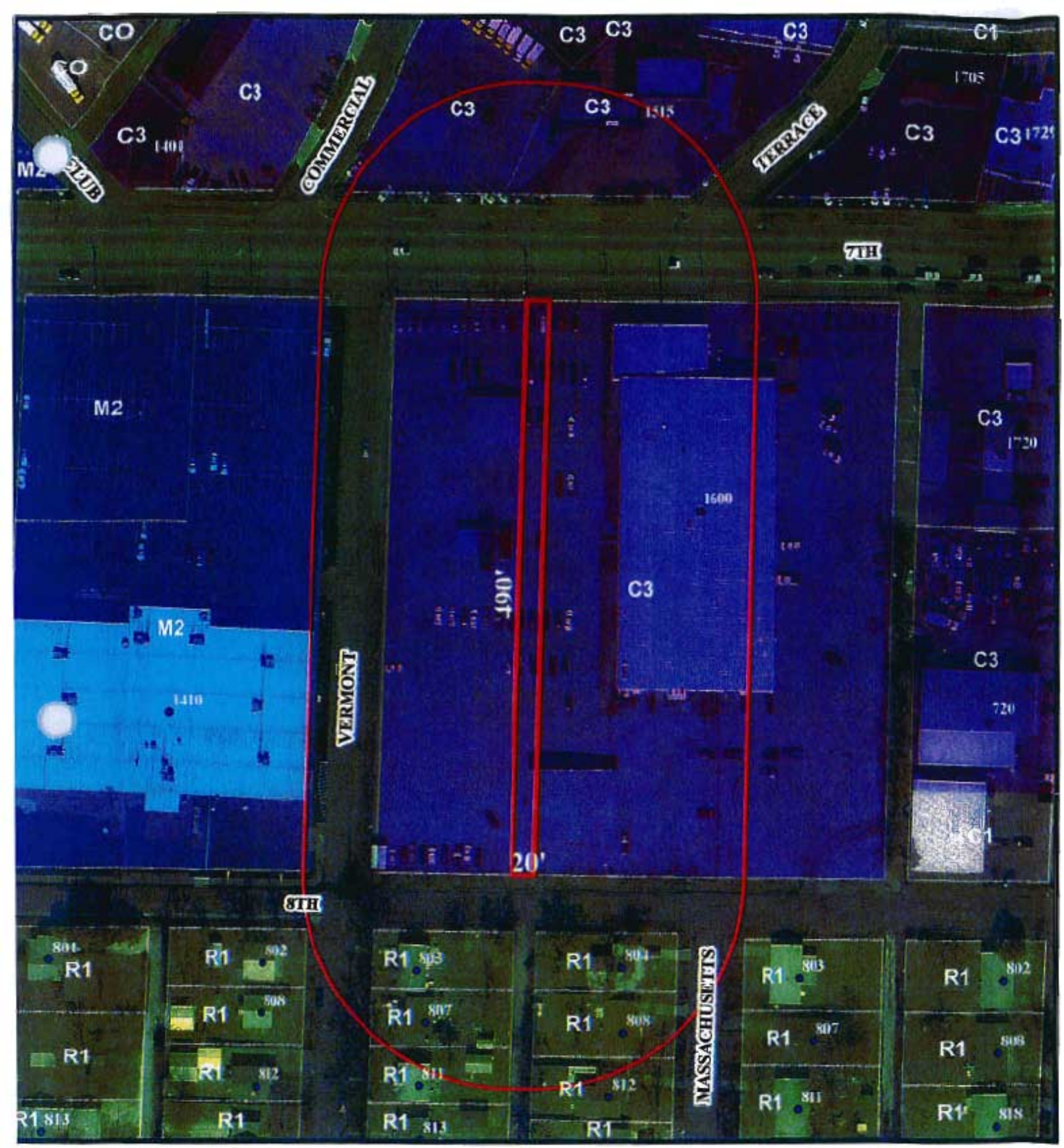
V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

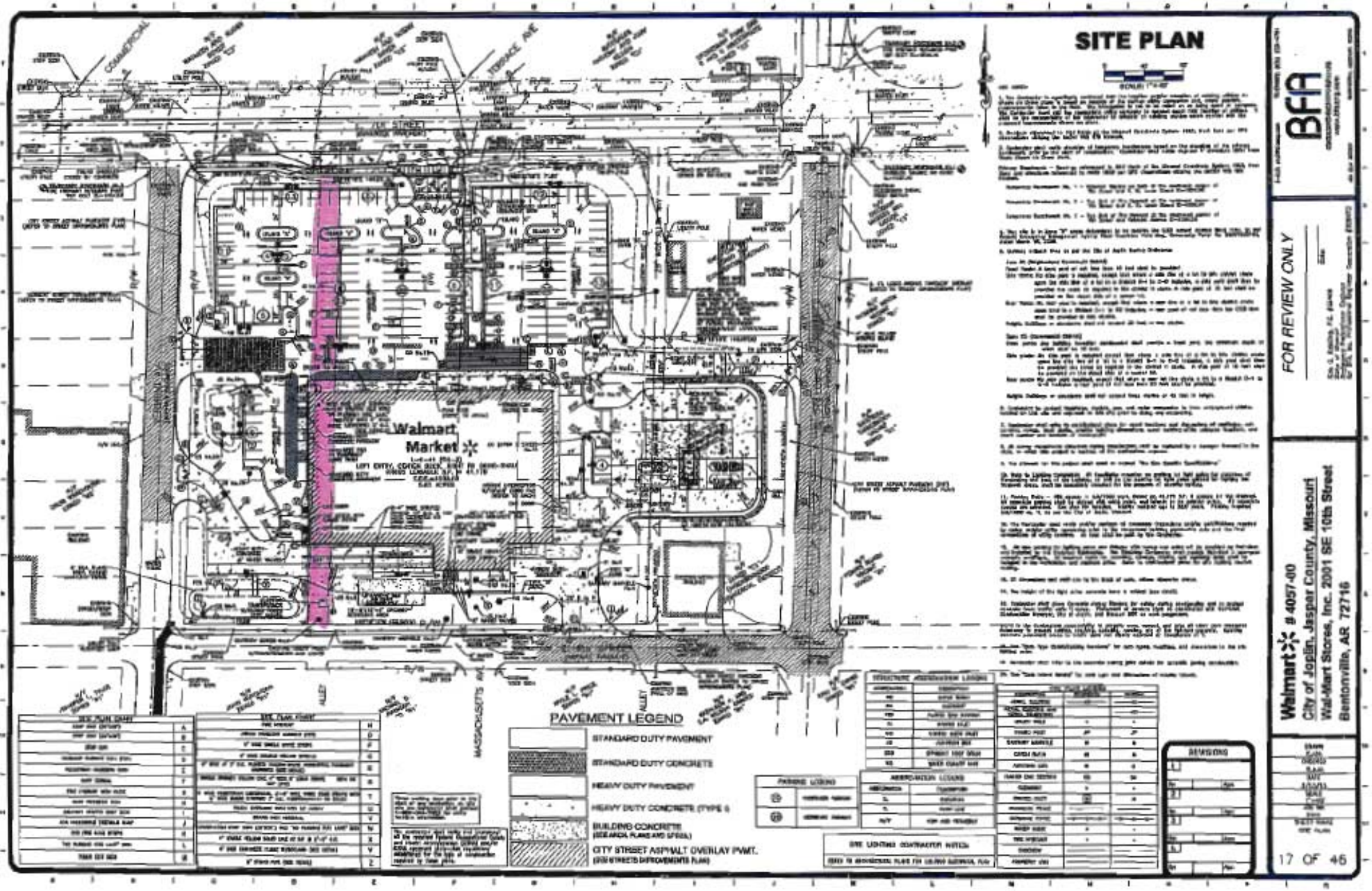
3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement. The following private companies must be contacted and consent to the vacation for the Public Hearing can take place.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928



0 100 200 400 600 800 Feet

Case 026-13: A request to vacate a 20 foot wide utility easement in the vacated alley between vacated Massachusetts Avenue and Vermont Avenue between 7th and 8th Streets, located at 1600 E. 7th Street. - Stephen Ramsour


SITE PLAN
SCALE: 1" = 40'
Walmart
Market
PAVEMENT LEGEND
STANDARD DUTY PAVEMENT
STANDARD DUTY CONCRETE
HEAVY DUTY PAVEMENT
HEAVY DUTY CONCRETE (TYPE I)
BUILDING CONCRETE
CITY STREET ASPHALT OVERLAY PVMT.
COMMERCIAL
TERRACE AVE
MASSACHUSETTS AVE
ALLEY
FOR REVIEW ONLY
BFA
Walmart # 4057-00
City of Joplin, Jasper County, Missouri
Wal-Mart Stores, Inc. 2001 SE 10th Street
Bentonville, AR 72716
17 OF 46

Case 026-13: 1600 East 7th – A request for the vacation of a 20 foot wide utility easement in the vacated alley between vacated Massachusetts Avenue and Vermont Avenue between 7th and 8th Streets – Stephen Ramsour.

Mr. Harrington opened the public hearing for Case 026-13.

Mr. Rick Rohlfing, with BFA Consultants from Washington, Missouri, appeared representing Mr. Ramsour on this agenda item. This request is just to vacate an existing easement where the right-of-way has already been vacated some years ago. The easement is no longer necessary.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 026-13.

MR. SMITH MOVED, SECONDED BY MR. DUNCAN, THAT CASE 026-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 026-13
Stephen Ramsour
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-271 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot wide utility easement located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 20-foot utility easement located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A 20-foot wide public utility easement in the vacated alley between vacated Massachusetts Avenue and Vermont Avenue between Seventh and Eighth Streets.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES May 6. 2013

CALL TO ORDER

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

ROLL CALL – all were present

INVOCATION - read by City Attorney Brian Head

FLAG SALUTE – led by Mr. Glaze

PRESENTATIONS –Jo Mueller, Spiva Center for the Arts executive director, explained the purpose behind the bow ties that were presented to Council before the council meeting. The tie was created by local artist Margie Moss to symbolize Joplin's resilience in face of adversity and the resolve of its people to realize a new future after the May 22, 2011 EF-5 tornado.

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

Linda Lawrence, 2806 N. Missouri, thanked the council on behalf of herself and several neighbors for the proposed barrier that is to be placed along the ramp of the new Main/Zora bypass, which will act as a noise buffer as well as a safety measure for homeowners in that area.

Paul Weber, 1626 E. 28th St., Joplin, addressed Council regarding the recycling issue. He was concerned with the rates and he felt the issue needed to be voted on by the voters of the city at the general election in April 2014 rather than spend the money on a special election in August.

Linda S. White, 720 S. Park, Joplin, addressed Council on the recycling issue. She stated she is from California where the recycling was free and most grocery stores charged deposit on glass, plastic and aluminum then refunded the deposit when recycled items were returned to the store. She was also concerned with the financial burden recycling will have on some retired citizens and others on fixed incomes.

PUBLIC HEARINGS

Public Hearing Procedures read by Assistant City Clerk Barbara Gollhofer.

The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the

Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

ACTION

PUBLIC HEARING for COUNCIL BILL NO. 2013-262

Mayor Colbert-Kean opened the Public Hearing

Bill Cearnal, 911 Kensington, appeared in favor of this item.

No one appeared in opposition to this item.

This public hearing was closed.

Mr. Glaze introduced Council Bill No. 2012-262. Motion by Mr. Glaze, Second by Mr. Seibert to Place Council Bill No. 2013-262 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2013-262

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 1802 New Hampshire Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for Council Bill No. 2013-263.

Mayor Colbert-Kean opened the Public Hearing

Ron Slone, Slone Architects Company, 1200 E Woodhurst Drive, Springfield, MO appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. Shaw introduced Council Bill No 2013-263. Motion by Mr. Shaw, Second by Mr. Golden to Place Council Bill No. 2013-263 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2013-263

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0-PD and District R-1 and

including in District C-1-PD property as described below and located at 1731 East 20th Street, 1830 and 1902 South St. Louis Avenue in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for Resolution No. 2013-016

Mayor Colbert-Kean opened the Public Hearing

Edward Sherman, 6726 Knoxville Ave., Tulsa, OK, General Manager for Ludmeyer Investments, appeared in favor of this item.

No one appeared in opposition to this item.

Mr. Scearce introduced Resolution No. 2013-016. Motion by Mr. Scearce, Second by Mr. Golden to approve Resolution No. 2013-016. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Resolution was read as being Resolution No. 2013-016

A RESOLUTION granting a Special Use Permit (First Request) to Ludmeyer Investments, Inc. for the development of a parking lot located at 2931 East 17th Street, in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for Council Bill No. 2013-264

Mayor Colbert-Kean opened the Public Hearing

Becky Seidl, 2001 E. 48th St., Joplin, appeared in favor of this item. She spoke as the legal counsel on behalf of the parish of St. Mary's Catholic Church and also the Roman Catholic Diocese of Springfield-Cape Girardeau, which is the legal owner of the property that's requesting annexation. She stated the parish leadership and diocese have been working together to create a plan for reconstruction of a new church, parish center and school. Groundbreaking is scheduled for May 16.

No one appeared in opposition to this item.

Mr. Scearce introduced Council Bill No. 2013-264. Motion by Mr. Scearce, Second by Mr. Golden to Place Council Bill No. 2013-264 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Bill was read as Council Bill No. 2013-264

AN ORDINANCE approving the voluntary annexation by the City of Joplin of Central City Road between 26th Street and 32nd Street, including 26th Street between Central City Road and East approximately 795 feet, and 32nd Street between Central City Road and East approximately 795 feet, in Jasper County, Missouri.

PUBLIC HEARING for Council Bill No. 2013-265

Mayor Colbert-Kean opened the Public Hearing

Becky Seidl, 2001 E. 48th St., Joplin, appeared in favor of this item. She spoke as the legal counsel on behalf of the parish of St. Mary's Catholic Church and also the Roman Catholic Diocese of Springfield-Cape Girardeau, which is the legal owner of the property that's requesting annexation. Accompanying her were fellow parishioners Dan O'Connell and Harold Poiry and Pastor Justin Monaghan. She stated the parish leadership and diocese have been working together to create a plan for reconstruction of a new church, parish center and school. Groundbreaking is scheduled for May 16.

No one appeared in opposition to this item.

Mr. Seibert introduced Council Bill No. 2013-265. Motion by Mr. Seibert, Second by Mr. Glaze to Place Council Bill No. 2013-265 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Bill was read as Council Bill No. 2013-265

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of 32nd Street and Central City Road, in Jasper County, Missouri.

CONSENT AGENDA APPROVED - Motion by Mr. Scearce, Second by Mr. Shaw, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

1. Minutes of the April 15, 2013 Meeting
2. Minutes of the April 23, 2013 Special Council Meeting

COUNCIL BILL NO. 2013-450 - AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending the definition of "at large" animal found in Section 18-1.

COUNCIL BILL NO. 2013-614 - AN ORDINANCE amending Chapter 86. Parks and Recreation., by adding a new Article VII. Dog Parks., consisting of four new sections related thereto.

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Seibert introduced Council Bill No. 2013-001. Motion by Mr. Seibert, Second by Mr. Glaze to Amend Council Bill No. 2013-001 to allow the decision be made by council rather than a vote of the citizens. Voting in favor were Council Members: Glaze, Seibert, and Woolston, 3.
Nays: 6. Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Shaw, 6.

Motion by Dr. Rosenberg, Second by Mr. Scearce to Amend Council Bill No. 2013-001 to change to the April election and to drop the emergency clause. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Motion by Dr. Rosenberg, Second by Mr. Scearce to Amend Council Bill No. 2013-001 to Pass on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as Amended Council Bill No. 2013-001.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Tree Service for the demolition of the structure(s) and clearing of lot area located at 929 Picher Ave in the City of Joplin, Missouri, for the amount of One Thousand Eight Hundred and 00/100 Dollars ($ 1,800.00); 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. 2013-180. Motion by Mr. Shaw Second by Mr. Golden to Adopt Council Bill No. 2013-180. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2012-108

AN ORDINANCE authorizing the execution of an Agreement by and between the City of Joplin and Allgeier, Martin & Associates, Inc. to provide engineering services for the Turkey Creek WWTP and Lone Elm Sewer Improvements Project Amendment, not to exceed Two Hundred Forty Two Thousand Five Hundred and No/100 Dollars ($242,000.00) and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-181. Motion by Mr. Shaw Second by Mr. Golden to Adopt Council Bill No. 2013-181. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013- 109

AN ORDINANCE approving the purchase of right of way and a temporary construction easement from property at 2006 Harlem Avenue, consisting of part of Lot Numbered Three Hundred Seventy-Five (375) in T.W. Cunningham's Addition to the Joplin, Jasper County, Missouri; and authorizing the payment of Twenty-Six Thousand Eight Hundred Fifty and 00/100 dollars ($26,850.00) and containing an emergency clause.

Mr. Seibert introduced Council bill No. 2013-182. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2013-182. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-110

AN ORDINANCE approving the purchase of right of way and a temporary construction easement from property at 2116 Harlem Avenue, consisting of part of Lot Numbered Three Hundred Sixty-Five (365) in T.W. Cunningham's Addition to the Joplin, Jasper County, Missouri; and authorizing the payment of Fifteen Thousand Seven Hundred and 00/100 dollars ($15,700.00) and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2013-183. Motion by Mr. Glaze Second by Mr. Golden to Adopt Council Bill No. 2013-183. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-111

AN ORDINANCE approving the purchase of a temporary slope easement from property at 2702 Schifferdecker Avenue, consisting of land described as part of Lot Numbered Eight (8) in Parker Development Addition to City of Joplin, Jasper County, Missouri; and authorizing the payment of Nineteen Thousand Five Hundred and 00/100 dollars ($19,500) and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-184. Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No 2013-184. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-112

AN ORDINANCE approving a contract with Ball Paving Company in the amount of Twenty Six Thousand Nine Hundred Eighty Nine and 54/100 Dollars ($26,989.54) for the Parking Lot & Trail Sealing 2013 project in the City of Joplin, Missouri; providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-185. Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2013-185. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-113

AN ORDINANCE authorizing a change order with the Missouri Department of Transportation for the Zora and Main Barrier Wall in an amount not to exceed One Hundred Thousand and no/100 Dollars ($100,000.00) and containing an emergency clause.

Dr. Rosenberg introduced Council Bill No. 2013-452. Motion by Dr. Rosenberg Second by Mr. Shaw to Adopt Council Bill No. 2013-452. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert and Shaw. 8. Nays: 0. Abstention: 1, Woolston.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-114

AN ORDINANCE approving a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and Joplin Professional Pharmacy dba The Medicine Shoppe, providing generally for the utilization of The Medicine Shoppe pharmacy as the City's pharmaceutical

provider; authorizing the City Manager of the City of Joplin, Missouri, to execute the same by and on behalf of the City of Joplin, Missouri, and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2013-507. Motion by Mr. Scearce, Second by Mr. Golden to Adopt Council Bill No. 2013-507. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-115

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

Mr. Shaw introduced Council Bill No. 2013-615. Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No. 2013-615. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-116

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, to adjust appropriations and revenue and containing an emergency clause.

Mr. Seibert introduced Council Bill No. 2013-616. Motion by Mr. Seibert, Second by Mr. Golden to Adopt Council Bill No. 2013-616. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-117

AN ORDINANCE amending the Classification and Pay Plan adopted by Ordinance No. 2012-173 authorizing a new classification title for the Parks and Recreation title for the Parks and Recreation Department; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012 to adjust appropriations and revenue, and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Scearce introduced Council Bill No. 2013-506. Motion by Mr. Scearce, Second by Mr. Golden to Place Council Bill No. 2013-506 on First Reading, Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was read as being Council Bill No. 2013-506.

AN ORDINANCE amending Section 118-203, Basis for computation, and Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain language changes; and setting a date when this Ordinance shall become effective.

NEW BUSINESS

Gary Shaw announced there will be a 150th anniversary memorial commemoration of the civil war engagement at the Rader Farm, which occurred on May 18, 1863. The service will be held at 11:00 am on Saturday, May 18, 2013 at intersection of Fountain Road and Peace Church Road.

Mayor Colbert-Kean announced the Salvation Army Hero Day is scheduled for Friday, May 10, from 11:30am -12:30pm at Cunningham Park. Everyone is encouraged to buy and wear a Hero t-shirt in support of the mission of the Salvation Army.

Vote to go into closed session, which shall pertain to the firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021 (3) RSMo, as amended, 2011, more specifically for the purpose of evaluating certain Council employees and legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2012. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Glaze, Second by Seibert, to vote to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce.
There being no further business the meeting adjourned at 7:35 p.m.

Respectfully submitted,
Barbara Gollhofer
Barbara Gollhofer, MRCC

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

May 13, 2013

CALL TO ORDER
The Special Meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean.

Flag salute led by Mr. Woolston
Invocation led by Mr. Shaw

READING OF THE SPECIAL CALL
Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 6:00 pm on Monday, May 13, 2013, in the Council Chambers, 602 S. Main for the purpose to award 26th & Schifferdecker Projects and receive an update of the activities of the Master Developer.

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

ORDINANCES-EMERGENCIES
Mr. Scearce introduced Council bill No. 2013-187. Motion by Mr. Scearce, Second by Mr. Golden to Adopt Council Bill No. 2013-187. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-118

AN ORDINANCE approving a contract with Snyder Construction Inc. in the amount of One Million Nine Hundred Fifty Thousand Sixty Five and 31/100 Dollars ($1,950,065.31) for the 26th Street Widening from Schifferdecker to Maiden Lane project in the City of Joplin, Missouri, pending approval by MoDOT; providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Shaw introduced Council bill No. 2013-188. Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2013-188. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-119

AN ORDINANCE approving a contract with APAC of MO in the amount of One Million Nine Hundred Thirty Six Thousand Nine Hundred Five and 79/100 Dollars ($1,936,905.79) for the Schifferdecker Widening from 7th to 32nd Street project in the City of Joplin, Missouri, pending approval by MoDOT; providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Shaw introduced Council bill No. 2013-190. Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No. 2013-190. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-120

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Tri-State Engineering to provide negotiation and appraisal Services for the 20th Street Grade Separation project, not to exceed Sixty Nine Thousand Three Hundred and No/100 Dollars ($69,300.00) and authorizing the Public Works to execute said Agreement; and containing an emergency clause.

UPDATE OF THE ACTIVITIES OF THE MASTER DEVELOPER.

David Wallace, of Wallace Bajjali updated the Council of the activities of the Projects for the City of Joplin. He talked about the Senior Housing Project and the Senior Transitional Housing Co-Development Partner with the O'Reilly Development Company of Springfield, Missouri to bring to Joplin Patio Homes, Independent, Assisted and Memory Care Living for the elderly. Denise Matheson, Director of Operations for O'Reilly presented O'Reilly Partnership to the Council through a series of slides showing what O'Reilly can do for the elderly in living quarters. Mr. Wallace said the next steps of the council would be to review of the tax increment application. And for the City and the Joplin Redevelopment Corporation's approval of Joplin Recovery TIF Redevelopment Agreement.

Then on May 29, 2013 the City will hold a Special Council Meeting for the Joplin Redevelopment Corporation and Wallace Bajjali for approval of the Site Development Agreement. It is a single purpose entity which is the reporting document that explains the obligations of Wallace Bajjali and the Redevelopment Corporation. Mr. Shaw asked if there could be another date other than this particular day. May 29 and the 30 were special dates in our city set aside for an event on "How to Love You City" to create some excitement and enthusiasm in your city that the council might want to get involved with. You might want to have the meeting on another day. Mr. Wallace said we will keep that in mind.

OTHER BUSINESS

Motion by Mr. Scearce, Second by Dr. Rosenberg to pay for lodging/meal expenses for Mayor Colbert-Kean in Jefferson City, Missouri while on city business. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Motion by Dr. Rosenberg, Second by Ms. Raney to approve the travel expenses for the mayor's upcoming board meeting of NLC to Washington DC in June and to approve the expenses of the NLC annual Congress of Cities Convention in Seattle, Washington in November. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Shaw, 6. Nays: 3, Glaze, Seibert, and Woolston.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:52 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

May 29, 2013

CALL TO ORDER

The Special Meeting for the Joplin City Council was called to order at 5:15 p.m. by Mayor Melodee Colbert-Kean.

READING OF THE SPECIAL CALL

Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 5:15 pm on Wednesday, May 29, 2013, in the Informal Council Room, 602 S. Main for the purpose of appointing members to the Joplin Redevelopment Corporation and for consideration of the Tax Increment Finance Redevelopment Agreement between the City and Joplin Redevelopment Corporation.

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

APPOINTMENTS TO THE JOPLIN REDEVELOPMENT CORPORATION

Motion by Mr. Scearce, Second by Dr. Rosenberg, to Appoint Phil Stinnett to fill an unexpired term on the Joplin Redevelopment Corporation and Laurie Delano and Gary Duncan will fill two new additional positions on the Joplin Redevelopment Corporation. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce and Seibert, 6. Nays: 3, Glaze, Shaw and Woolston.

ORDINANCES-EMERGENCIES

Mr. Scearce introduced Council bill No. 2013-003. Motion by Mr. Scearce, Second by Mr. Golden to Adopt Council Bill No. 2013-003. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-121

AN ORDINANCE approving a Joplin Recovery Tax Increment Financing Redevelopment Agreement by and between the City of Joplin and the Joplin Redevelopment Corporation, for Master Development Services to help Joplin recover from the EF-5 tornado that occurred May 22, 2011; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

OTHER BUSINESS

Mr. Shaw brought up the request from former Mayor Russell of naming something at the Sports Complex for Mr. Hall. It has been suggested planting of plants at the roundabout and the placement of a sign. Mr. Scearce said to ask staff for design input. Mr. Shaw thought a short sign the length of this table saying Gary and Donna Hall Garden of Memories. Thank you for making our Sports Complex possible. Motion by Mr. Golden, Second by Mr. Scearce to bring back design and let the Council know the costs. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston 8. Nays: 1, Dr. Rosenberg.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:47 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 6, 2013

Item: COUNCIL BILL NO. 2013-262
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg OKH Date: 4/26/2013
City Attorney: Brian Head Date: 4-30-13
City Manager: R. Mark Rohr DRP for C.M. Date: 4/30/13
Board or Commission: Planning and Zoning Commission MDW Date: 4/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 abstention, and 0 absent"

SUMMARY/REQUEST:
Case 015-13: 1802 New Hampshire – A request to rezone from District R-1 (Single Family Residential) to District R-2 (Two Family Residential) for the development of a duplex – William J. Cearnal.

STAFF SUMMARY:
The proposed rezoning is for the development of a duplex at the southwest corner of 18th Street and New Hampshire Avenue. The surrounding neighborhood is currently a mix of single-family homes and duplexes. The lot exceeds the minimum area and width requirements for a duplex.

Staff recommends approval of Case 015-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Eastman wished to abstain from the discussion and vote on Case 015-13 since his real estate company is involved with this property.

Mr. Bill Cearnal appeared to request the rezoning of the property at 1802 South New Hampshire Avenue for the development of a duplex. The property is on the southwest corner of East 18th Street and New Hampshire Avenue and is across the street from Parr Hill Park. A gravel and grass alleyway extends from 18th to 19th Streets between New Hampshire and Kansas Avenues.

Mr. Cearnal stated that over 65 percent of the surrounding area is zoned R-2 and R-3, and he believes the property would be consistent with the Comprehensive Plan of the City of Joplin. He stated that most of the surrounding properties are rentals. The Joplin Housing Authority property to the east is zoned R-2, with R-2 zoning immediately across New Hampshire from the property

in this request. Parr Hill Park is located immediately to the north, with duplexes located along the northern border of the park.

Mr. Cearnal stated that the Kansas City Southern railroad track is located two blocks to the west, with R-3 zoning to the north along 15th Street and South Michigan Avenue, and R-3 zoning on 20th Street and Hampshire Terrace. He believed that with his profession as a state certified real estate appraiser, if the property remained R-1, a house with a value of $80,000 to $100,000 would conform most appropriately to the existing single-family homes in the area. If the zoning is changed to R-2, a duplex valued between $140,000 and $160,000 could be built.

PUBLIC COMMENT:
None.

Z&P Meeting: April 8, 2013
City Council Meeting: May 6, 2013

STAFF PLANNING REPORT
Rezoning

CASE 015-13:

A request to rezone from District R-1 (Single-family) to District R-2 (Two-family) for property located at 1802 New Hampshire for the development of a duplex.

APPLICANT: William J. Cearnal

LOCATION: 1802 New Hampshire

REQUESTED ZONING: R-2 (Two-family)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-family)	Vacant (Former Single-family)	72' x 130' / 9,360 ft² / .21 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-2	R-1	R-1
Land Use	Parr Hill Park	Vacant (Former Single-family)	Vacant (Former Single-family)	Vacant (Former Single-family)

FUTURE LAND USE:

This site is recommended for low-density residential in the 2012 Future Land Use Map. Properties to the east have been designated as medium-density residential.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
18th Street	Local	50'
New Hampshire Avenue	Local	50'

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 duplex development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is for the development of a duplex at the southwest corner of 18th Street and New Hampshire Avenue. The surrounding neighborhood is currently a mix of single-family homes and duplexes. The lot exceeds the minimum area and width requirements for a duplex.

Staff recommends approval of Case 015-13.

ENCLOSURES:

None



Case 015-13: A request to rezone from District R-1 (Single-Family) to District R-2 (Two-Family) for property located at 1802 New Hampshire Avenue. - William J. Cearnal

N

RECEIVED 2-25-13

REZONING APPLICATION FORM

RECEIVED 2-25-13

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

For Office Use Only

Case No.: 015-13
Filing Fee: $ 350.00
Date Advertised: 3-24-13
Date Notices Sent: 3-25-13
Public Hearing Date: 4-8-13

APPLICANT: William J. Cearnal PHONE: 417-623-7825
ADDRESS: 911 W. Kensington Road, Joplin, Mo. ZIP: 64801
OWNER: William J. Cearnal PHONE: 417-623-7825
ADDRESS: 911 W. Kensington Road, Joplin, Mo. ZIP: 64801
LOCATION OF PROPERTY: 1802 South New Hampshire Ave.
LEGAL DESCRIPTION: ALL OF LOT #38 AND THE NORTH 20 FEET OF LOT #37 IN J. W. RATCLIFF'S SUB-DIVISION OF LOTS 12, 22, 23 AND 24 IN BANKERS THIRD ADDITION TO THE CITY OF JOPLIN JASPER COUNTY, MISSOURI.

Present Zoning: R-1 Requested Zoning: R-2 Acreage: 0.19927 AC or 8,680 SF
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	PARR HILL PARK	R-1
South	Vacant	R-1
East	Vacant	R-2
West	Duplex	R-1

CHARACTER OF THE NEIGHBORHOOD: Joplin Housing Authority, R2-PD, is located 1 blk to the east w/ Parr Hill Park to the north, Kansas City Southern track to the west & R3-PD to the north on 15th Street.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No, there is R-2, R-3 and commercial zoning located near the property
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 reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: A classified local street with no recorded avg. daily traffic count
2. Classification of Street(s):
   Arterial _____ Collector _____ Local 18th & New Hampshire
3. Right-of-Way Width: Approximately 30 feet with 10' utility easement
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? N/A
2. Properly Sized Street Right-of-Way? N/A
3. Drainage Easements? N/A
4. Utility Easements:
   - Electricity? N/A
   - Gas? N/A
   - Sewers? N/A
   - Water? N/A
5. Additional Comments: N/A

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

The surrounding area is over 65% R-2, R-3 and C-1, zoning. By conforming to the existing improvements and existing zoning, the property would be consistent to the comprehensive plan of the City of Joplin. Most of the properties are used as rentals

SIGNATURE: William J. Cearnal DATE: 02/25/13

BY: William J. Cearnal

TITLE: Owner

Case 015-13: 1802 New Hampshire – A request to rezone from District R-1 (Single Family Residential) to District R-2 (Two Family Residential) for the development of a duplex – William J. Cearnal.

Mr. Eastman wished to abstain from the discussion and vote on Case 015-13 and Case 016-13 since his real estate company is involved with these properties. He left the dais at this point.

Mr. Harrington opened the public hearing for Case 015-13.

Mr. Bill Cearnal, 911 West Kensington Road, Joplin, appeared to request the rezoning of the property at 1802 South New Hampshire Avenue for the development of a duplex. The property is on the southwest corner of East 18th Street and New Hampshire Avenue and is across the street from Parr Hill Park. A gravel and grass alleyway extends from 18th to 19th Streets between New Hampshire and Kansas Avenues.

Mr. Cearnal stated that over 65 percent of the surrounding area is zoned R-2 and R-3, and he believes the property would be consistent with the Comprehensive Plan of the City of Joplin. He stated that most of the surrounding properties are rentals. The Joplin Housing Authority property to the east is zoned R-2, with R-2 zoning immediately across New Hampshire from the property in this request. Parr Hill Park is located immediately to the north, with duplexes located along the northern border of the park.

Mr. Cearnal stated that the Kansas City Southern railroad track is located two blocks to the west, with R-3 zoning to the north along 15th Street and South Michigan Avenue, and R-3 zoning on 20th Street and Hampshire Terrace. He believed that with his profession as a state certified real estate appraiser, if the property remained R-1, a house with a value of $80,000 to $100,000 would conform most appropriately to the existing single-family homes in the area. If the zoning is changed to R-2, a duplex valued between $140,000 and $160,000 could be built.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 015-13.

MR. LANDRITH MOVED, SECONDED BY MR. CORTEZ, THAT CASE 015-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. EASTMAN ABSTAINING (6 IN FAVOR, 1 ABSTENTION, 0 ABSENT).

P & Z Case 015-13
William J. Cearnal
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-262 **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 1802 New Hampshire 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 Lot 38 and the North 20 feet of Lot 37 in J. W. Ratcliff's Subdivision of Lots 12, 22, 23, and 24 in Bankers Third Addition to the City of Joplin, Jasper County, Missouri.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 6, 2013

Item: COUNCIL BILL NO. 2013-263
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DKH Date: 4/26/2013
City Attorney: Brian Head Date: 4-30-12
City Manager: R. Mark Rohr RMR for C.M. Date: 4/30/13
Board or Commission: Planning and Zoning Commission Mow Date: 4/8/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 abstention, and 0 absent"

SUMMARY/REQUEST:
Case 016-13: 1731 East 20th Street, 1830 and 1902 South St. Louis Avenue – A request to rezone from District C-O PD (Non-Retail Commercial – Planned Development) and District R-1 (Single Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for the development of a bank – People's Bank of Seneca.

STAFF SUMMARY:
The proposed rezoning is for the development of a 3,000 square foot bank building with drive-thru facility.

Access Management: The site will have two points of access off of South St. Louis Avenue.

Parking: A total of 20 parking spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain a 3,000 square foot building. The exterior of the building will be a mix of brick and stone, with minor amounts of EIFS around the windows. The roof will be a bronze-colored steel roof.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. The west side of the parking lot will be screened with hedges. The east side of the drive-thru will be screened from residential across South St. Louis Avenue with a mix of hedges, shrubs, and street trees. Additional landscaping will be provided around the building and around the parking and drive-thru area.

Buffering: A landscaped buffer with 6' fence will be provided on the north and west property lines adjacent to residential-zoned districts.

Staff recommends approval of Case 016-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Eastman wished to abstain from the discussion and vote on Case 016-13 since his real estate company is involved with this property.

Mr. Ron Slone, principal architect with Slone Architects and Interior Designers, appeared representing People's Bank of Seneca. He recently developed their prototype bank into the Joplin market on Highway 43 just south of the Joplin city limits. His client has been looking actively for a location to develop another branch facility in the Joplin city limits, with the property in this request meeting all their criteria except for the zoning. He respectfully requested the rezoning of this property for commercial redevelopment.

PUBLIC COMMENT:
None.

Z&P Meeting: April 8, 2013
City Council Meeting: May 6, 2013

STAFF PLANNING REPORT
Rezoning

CASE 016-13:

A request to rezone from District C-O PD (Non-Retail Commercial – Planned Development) and District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for properties located at the Northwest Corner of 20th Street and S. St. Louis Avenue for future commercial development of a bank.

APPLICANT: People's Bank of Seneca

LOCATION: 1731 E. 20th, 1830 and 1902 S. St. Louis

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

CORRIDOR: 20th Street – Site Plan Required

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-O PD (Non-Retail – Planned Development) and R-1 (Single-Family)	Vacant (Former Office and Single-Family)	130' x 396' / 51,480 ft² / 1.18 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1, C-1	C-2 PD	C-O PD, R-2 PD
Land Use	Vacant (Former Single-Family)	Single-Family, Office	Vacant (Former Commercial)	Office, Duplexes

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:

Streets with access	Classification	Right-of-way width
S. St. Louis Avenue	Local	60'

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 3,000 square foot bank building with drive-thru facility.

Access Management: The site will have two points of access off of S. St. Louis Street.

Parking: A total of 20 parking spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain a 3,000 square foot building. The exterior of the building will be a mix of brick and stone, with minor amounts of EIFS around the windows. The roof will be a bronze-colored steel roof.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. The west side of the parking lot will be screened with hedges. The east side of the drive-thru will be screened from residential across S. St. Louis Avenue with a mix of hedges, shrubs, and street trees. Additional landscaping will be provided around the building and around the parking and drive-thru area.

Buffering: A landscaped buffer with 6' fence will be provided on the north and west property lines adjacent to residential-zoned districts.

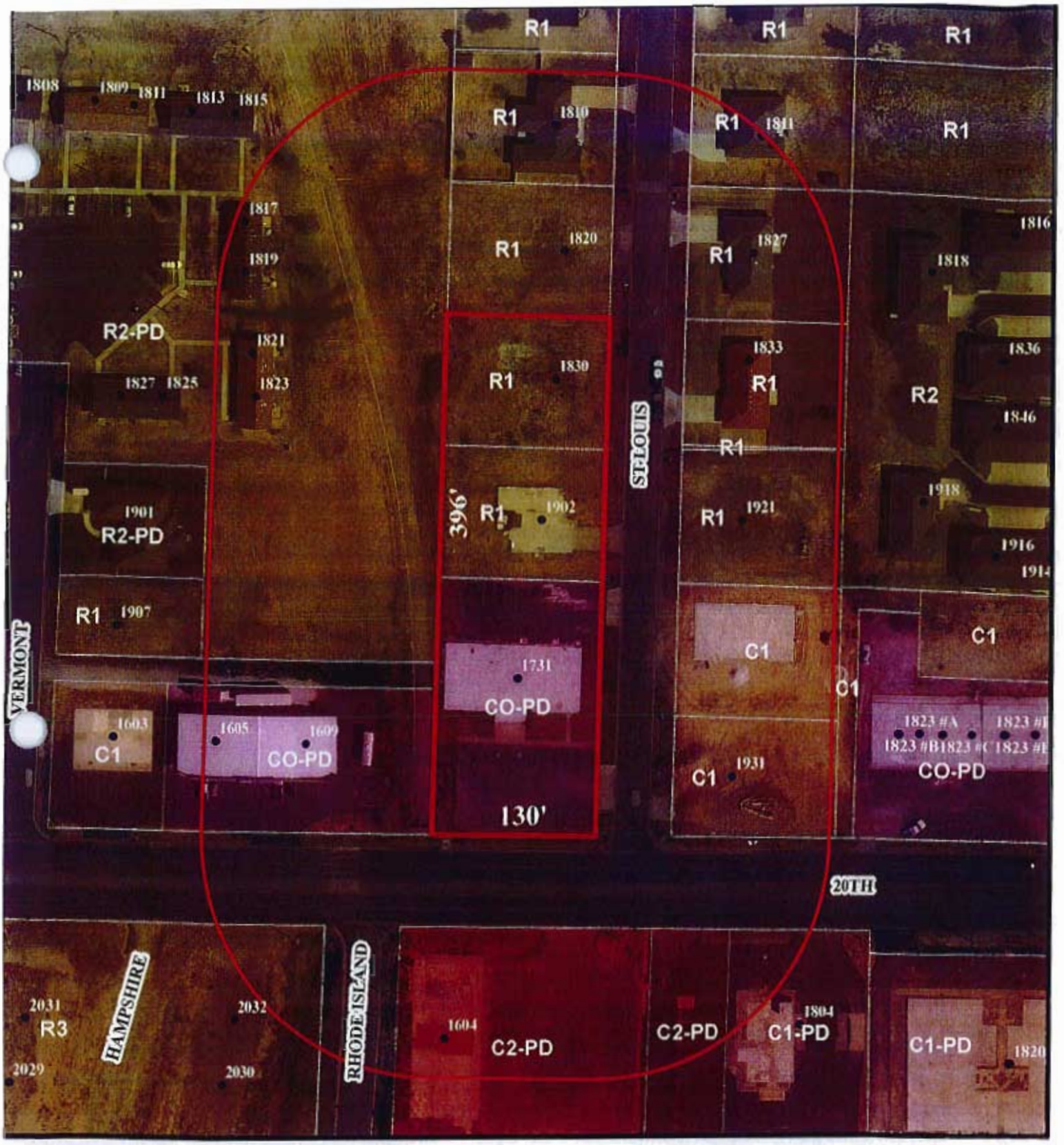
Staff recommends approval of Case 016-13.

ENCLOSURES:

Site plan/Landscape plan

Building elevations

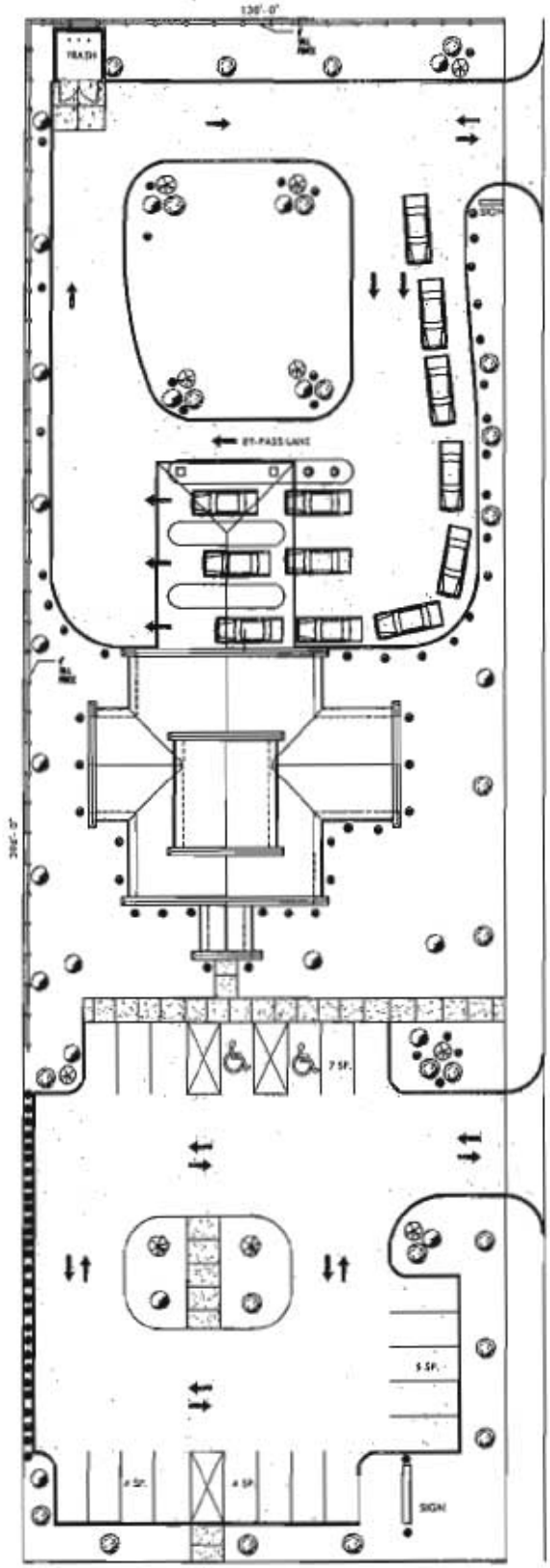
Building material samples



0 90 180 360 540 720 Feet

Case 016-13: A request to rezone from District C-O PD (Non-Retail - Planned Development) and District R-1 (Single-Family) to District C-1 PD (Neighborhood Commercial - Planned Development) for property at 1731 East 20th Street, 1830 and 1902 S. St. Louis Avenue for the development of a bank. - People's Bank of Seneca

N



SLONE ARCHITECTS
ARCHITECTURE & INTERIOR DESIGN

SUITE 100 · BUILDING 7 · 1200 E. WOODHURST DR.
SPRINGFIELD, MISSOURI · 65804 · P: 417.887.4571

PROJECT TITLE
PEOPLES BANK
OF SENECA
NEW BRANCH FACILITY
JOPLIN, MO

1 ARCHITECTURAL SITE PLAN

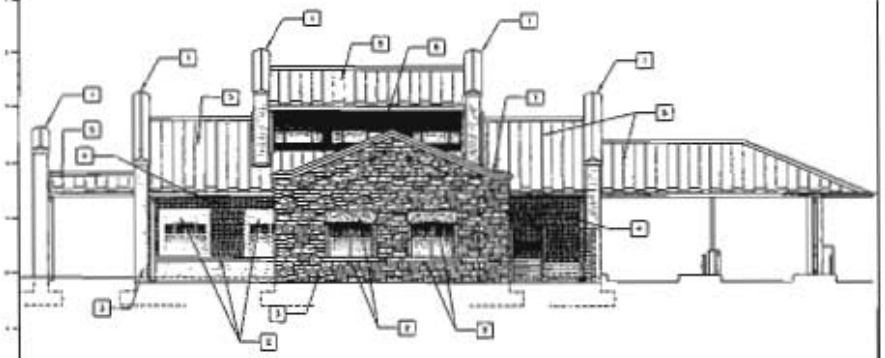
SCALE: 1" = 30'

JOB NO. 13-105

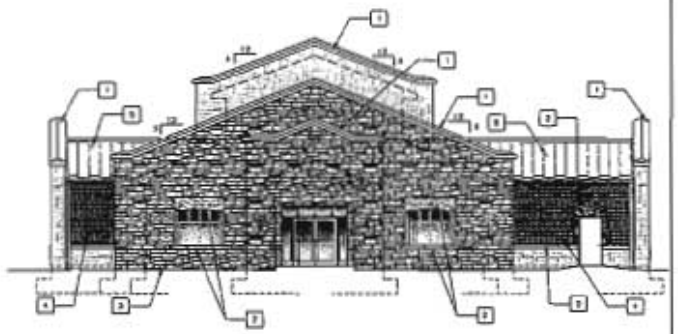
DATE 03-28-13

SHEET A1.0

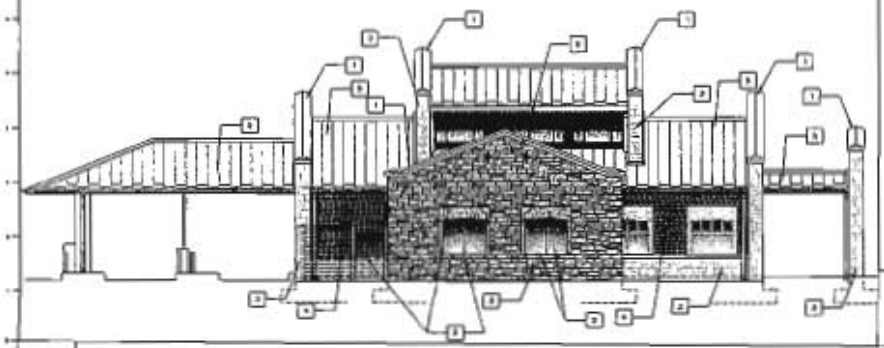
OF 00 SHEETS



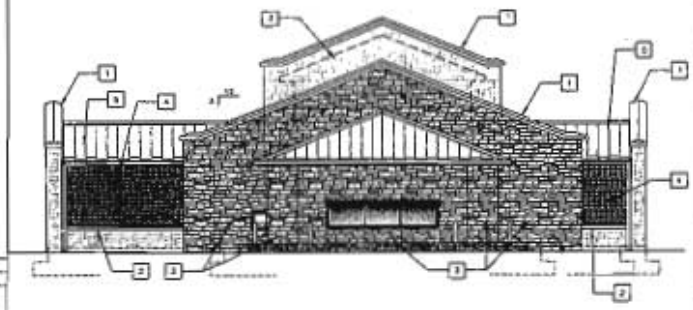
3 EAST ELEVATION



4 SOUTH ELEVATION



1 WEST ELEVATION



2 NORTH ELEVATION

ELEVATION NOTES:

1. PRE-FINISHED METAL PARAPET CAP
2. TBD
3. CAST STONE SILL
4. FACE BRICK
5. PRE-FINISHED SQUARE METAL POST
6. CAST STONE VENEER

PRELIMINARY NOT FOR CONSTRUCTION OR PERMIT

SLONE ARCHITECTS
ARCHITECTURE & INTERIOR DESIGN

NEW FACILITY FOR:
PEOPLES BANK OF
SENECA
JOPLIN, MISSOURI

EL 1


People's Bank

RECEIVED
2-26-13

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.: O16-13
Filing Fee: $350.00
Date Advertised:
Date Notices Sent:
Public Hearing Date: 4-8-13

APPLICANT: PEOPLE'S BANK OF SENECA PHONE: 417-776-2111
ADDRESS: P.O. BOX 500 SENECA, MO ZIP: 64865
OWNER: PEOPLE'S BANK OF SENECA (CONTRACT PENDING) PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 1731 E. 20TH / 1902 ST. LOUIS
LEGAL DESCRIPTION:
SEE ATTACHED

Present Zoning: C-0 PD, R-1 Requested Zoning: C-1 PD Acreage:
Present Use of Property: VACANT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	vacant	R-1
South	vacant	C-2 PD
East	office, single family	C-1, R-1
West	office/retail, duplex	C-0 PD, R-2 PD

CHARACTER OF THE NEIGHBORHOOD: mix of small retail & offices with single family behind

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: St. Louis Ave.
2. Classification of Street(s):
   Arterial _____ Collector _____ Local X
3. Right-of-Way Width: 60'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   ND

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: John Rhoto DATE: 3-27-13

BY: John Rhoto Agent of Peoples Bank of Seneca

TITLE: SVP/CFO

Case 016-13: 1731 East 20th Street, 1830 and 1902 South St. Louis Avenue – A request to rezone from District C-O PD (Non-Retail Commercial – Planned Development) and District R-1 (Single Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) for the development of a bank – People's Bank of Seneca.

Mr. Harrington opened the public hearing for Case 016-13.

Mr. Ron Slone, principal architect with Slone Architects and Interior Designers, 1200 East Woodhurst, Springfield, Missouri, appeared representing People's Bank of Seneca. Mr. Slone recently developed their prototype bank into the Joplin market on Highway 43 just south of the Joplin city limits. His client has been looking actively for a location to develop another branch facility in the Joplin city limits, with the property in this request meeting all their criteria except for the zoning. He respectfully requested the rezoning of this property for commercial redevelopment.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 016-13.

MR. DUNCAN MOVED, SECONDED BY MR. SMITH, THAT CASE 016-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE"; AND WITH MR. EASTMAN ABSTAINING (6 IN FAVOR, 1 ABSTENTION, 0 ABSENT).

Mr. Eastman returned to the dais at this point.

P & Z Case 016-13
People's Bank of Seneca
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-263 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0-PD and District R-1 and including in District C-1-PD property as described below and located at 1731 East 20th Street, 1830 and 1902 South St. Louis Avenue in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District C-0-PD and District R-1 and including same in District C-1-PD:

Beginning at the Southwest corner of Lot 28 in Bankers Third Addition to the City of Joplin, Jasper County, Missouri, North 206.2 feet, East 130 feet, South 206.15 feet, West 130 feet to the point of beginning, except the South 10.0 feet for street right-of-way, AND Beginning at 50 feet South of the Northwest Corner of Lot 28 in Bankers Third Addition to the City of Joplin, Jasper County, Missouri, East 130 feet, South 100 feet, West 130 feet, North 100 feet to the point of beginning, AND Beginning at the Southwest corner of Lot 29 in Bankers Third Addition to the City of Joplin, Jasper County, Missouri, North 50 feet, East 130 feet, South 100 feet, West 130 feet, North 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 _____, 2013.

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: May 6, 2013

Item: COUNCIL BILL NO. 2013-264
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg DKH Date: 4/26/2013
City Attorney: Brian Head Date: 4-30-13
City Manager: R. Mark Rohr for b.m. Date: 4/30/13
Board or Commission: Planning and Zoning Commission MDW Date: 4/8/2013

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

SUMMARY/REQUEST:
Case 019-13: Central City Road between 26th and 32nd Streets, 26th Street between Central City Road and East 795 feet, and 32nd Street between Central City Road and East 795 feet – A request to voluntarily annex right-of-way into the corporate limits of the City of Joplin – Jasper County, Missouri.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex portions of street right-of-way for Central City Road, 26th Street, and 32nd Street. With this annexation, the soon to be developed St. Mary's Catholic Church and School site is eligible for annexation into the City Limits.

Staff recommends approval of Case 019-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright stated that this is a voluntary annexation from Jasper County for the right-of-way of Central City Road between 26th and 32nd Streets, the north half of 32nd Street right-of-way, and all of the 26th Street right-of-way. This will allow the St. Mary's property to be annexed into the City of Joplin.

PUBLIC COMMENT:
None.

Z&P Meeting: April 8, 2013
City Council Meeting: May 6, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 019-13:

A request to voluntarily annex the east half of Central City Road Right-of-Way between 26th and 32nd Streets, all of 26th Street Right-of-Way between Central City Road and east 795 feet, and the north half of 32nd Street Right-of-Way between Central City Road and east 795 feet.

LOCATION: Central City Road between 26th and 32nd Streets, 795 feet of 26th and 32nd Streets east of Central City Road

APPLICANT: Jasper County, Missouri

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Right-of-Way	146,569 ft² / 3.36 acres

DISCUSSION

The applicant is requesting to voluntarily annex portions of street right-of-way for Central City Road, 26th Street, and 32nd Street. With this annexation, the soon to be developed St. Mary's Catholic Church and School site is eligible for annexation into the City Limits.

Staff recommends approval of Case 019-13.

ENCLOSURES:

None



Case 019-13: A request to voluntarily annex right-of-way along Central City Road, 26th Street, and 32nd Street. - Jasper County, Missouri

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

John Bartosh, Presiding Commissioner

Darieus K. Adams, Western District Commissioner

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 21 day of March, 2013, before me appeared John Bartosh and Darieus K. Adams, to me known to be the Presiding Commissioner and Western District Commissioner, respectively of Jasper County, Missouri, and the seal affixed to the foregoing instrument is the County Seal of said Jasper County, and that said instrument was signed and sealed on behalf of said County by authority of its Commissioners for the consideration stated therein and no other, and said John Bartosh and Darieus K. Adams acknowledged said instrument to be the free act and deed of Jasper County, and that the allegations contained therein are true.

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

Notary Public

My commission expires:

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

TERRI BENFORD
My Commission Expires
February 28, 2016
Jasper County
Commission #12535363

Case 019-13: Central City Road between 26th and 32nd Streets, 26th Street between Central City Road and East 795 feet, and 32nd Street between Central City Road and East 795 feet – A request to voluntarily annex right-of-way into the corporate limits of the City of Joplin – Jasper County, Missouri.

Mr. Harrington opened the public hearing for Case 019-13.

Mr. Wright stated that this is a voluntary annexation from Jasper County for the right-of-way of Central City Road between 26th and 32nd Streets, the north half of 32nd Street right-of-way, and all of the 26th Street right-of-way. This will allow the St. Mary's property to be annexed into the City of Joplin.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 019-13.

MR. CORTEZ MOVED, SECONDED BY MR. LANDRITH, THAT CASE 019-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 019-13
Jasper County, Missouri
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-264 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of Central City Road between 26th Street and 32nd Street, including 26th Street between Central City Road and East approximately 795 feet, and 32nd Street between Central City Road and East approximately 795 feet, in Jasper County, Missouri.

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

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

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

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

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

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

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

All that part of the 26th Street Right-of-Way lying in Lot Numbered Two (2) in the Southwest Fractional Quarter (SW Frac ¼) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri, AND also, All that part of the 26th Street Right-of-Way lying in Lot Numbered Two (2) in the Northwest Fractional Quarter (NW Frac ¼) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri, AND All that part of the Central City Roar Right-of-Way lying in Lot Numbered Two (2) in the Southwest Fractional Quarter (SW Frac ¼) of Section 18, Township 27 North, Range 33

West, Jasper County, Missouri, AND All that part of the 32nd Street Right-of-Way lying in Lot Numbered Two (2) in the Southwest Fractional Quarter (SW Frac ¼) of Section 18, Township 27 North, Range 33 West, Jasper County, Missouri.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 6, 2013

Item: COUNCIL BILL NO. 2013-265
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg O K H Date: 4/26/2013
City Attorney: Brian Head Date: 4-30-13
City Manager: R. Mark Rohr OK for C.M. Date: 4/30/13
Board or Commission: Planning and Zoning Commission MDW Date: 4/8/2013

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

SUMMARY/REQUEST:
Case 020-13: Northeast corner of 32nd Street and Central City Road – A request to voluntarily annex a 23.36 acre tract of land into the corporate limits of the City of Joplin – The Roman Catholic Diocese of Springfield-Cape Girardeau.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex the northeast corner of 32nd Street and Central City Road. This site will be home to the rebuilt St. Mary's Church and School that was previously located at 25th Street and Moffet Avenue.

Staff recommends approval of Case 020-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Becky Seidl appeared representing the Roman Catholic Diocese of Springfield-Cape Girardeau, along with Father Justin Monahan, who is the pastor of St. Mary's Church here in Joplin. They are requesting a voluntary annexation of the 23.36 acre tract of land that lies within the right-of-ways that were just mentioned in Case 019-13. This is a voluntary annexation to allow them to become a part of the City of Joplin. They have a comprehensive plan for rebuilding of their church, their parish center, and an elementary school to replace those that had been at 26th Street and Moffet Avenue and were lost in the tornado.

PUBLIC COMMENT:
None.

Z&P Meeting: April 8, 2013
City Council Meeting: May 6, 2013

STAFF PLANNING REPORT
Voluntary Annexation

CASE 020-13:

A request to voluntarily annex approximately 23.36 acres at the northeast corner of 32nd Street and Central City Road.

LOCATION: Northeast corner of 32nd Street and Central City Road

APPLICANT: The Roman Catholic Diocese of Springfield-Cape Girardeau

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EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	795' x 1,292' / 1,017,562 ft² / 23.36 acres

DISCUSSION

The applicant is requesting to voluntarily annex the northeast corner of 32nd Street and Central City Road. This site will be home to the rebuilt St. Mary's Church and School that was previously located at 25th Street and Moffet Avenue.

Staff recommends approval of Case 020-13.

ENCLOSURES:

None



Case 020-13: A request to voluntarily annex 23.36 acres at the Northeast corner of 32nd Central City Road. - The Roman Catholic Diocese of Springfield-Cape Girardeau

N

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

Pursuant to the terms of RSMO §71.012, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

+ James V. Johnston, J.
JAMES V. JOHNSTON, JR. President

STATE OF MISSOURI)
) ss:
COUNTY OF Greene)

On this 8th day of March, 2013, before me appeared James V. Johnston, Jr., to me known to be the Bishop of The Roman Catholic Diocese of Springfield-Cape Girardeau, and that said instrument was signed on behalf of said Diocese by authority of its governing body, and said James V. Johnston, Jr., acknowledged said instrument to be the free act and deed of said Diocese, and that the allegations contained therein are true.

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

TAMMY STANDER
Notary Public, State of Missouri
Polk County
Commission #10432742
My Commission Expires July 11, 2014

Tammy Stander
Notary Public

My commission expires: 7/11/2014

Case 020-13: Northeast corner of 32nd Street and Central City Road – A request to voluntarily annex a 23.36 acre tract of land into the corporate limits of the City of Joplin – The Roman Catholic Diocese of Springfield-Cape Girardeau.

Mr. Harrington opened the public hearing for Case 020-13.

Ms. Becky Seidl, 2001 East 48th Street, Joplin, appeared representing the Roman Catholic Diocese of Springfield-Cape Girardeau, along with Father Justin Monahan, who is the pastor of St. Mary's Church here in Joplin. They are requesting a voluntary annexation of the 23.36 acre tract of land that lies within the right-of-ways that were just mentioned in Case 019-13. This is a voluntary annexation to allow them to become a part of the City of Joplin. They have a comprehensive plan for rebuilding of their church, their parish center, and an elementary school to replace those that had been at 26th Street and Moffet Avenue and were lost in the tornado.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 020-13.

MR. DUNCAN MOVED, SECONDED BY MR. SMITH, THAT CASE 020-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 020-13
The Roman Catholic Diocese of
Springfield-Cape Girardeau
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-265 **ORDINANCE NO.**

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of 32nd Street and Central City Road, in Jasper County, Missouri.

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

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

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

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

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

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

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

All of the South One-half (S ½) of Lot Numbered Two (2) in the Southwest Fractional Quarter of Section 18, Township 27, Range 33, Jasper County, Missouri, being more particularly described as follows: Beginning at the Southwest Corner of Section 18, Township 27, Range 33, Jasper County, Missouri, Thence North 01 Degrees, 52 Minutes, 40 Seconds East along the West line of said Lot Number Two (2) in the Southwest Fractional Quarter 1320.66 feet to the Northwest Corner of the South One-Half of Lot Number Two (2) in the Southwest Fractional Quarter, Thence South 88 Degrees, 36 Minutes, 58 Seconds East along the North line of the South One-half of Lot Numbered

Two (2) in the Southwest Fractional Quarter 824.88 feet to the Northeast Corner of the South One-half of Lot Numbered Two (2) in the Southwest Fractional Quarter, Thence South 01 Degrees, 43 Minutes, 11 Seconds West along the East line of Lot Numbered Two (2) in the Southwest Fractional Quarter 1324.31 feet to the Southeast Corner of the Lot Numbered Two (2) in the Southwest Fractional Quarter, Thence North 88 degrees, 21 minutes, 44 seconds West along the South line of Lot Numbered Two (2) in the Southwest Fractional Quarter 828.50 feet to the Point of Beginning. Except any part taken or deed for road right-of-way along the South and West side thereof, and being subject to all other easements, right-of-ways, and reservation of record, containing 23.36 acres more or less including road right-of-way.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:02 a.m., on the First (1st) day of July, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: MAY 6, 2013

Item: Council Bill 2013-506

Finance Director: Leslie Haase LH	**Date:** 4-26-13
Public Works Director: David Hertzberg DKH	**Date:** 4/29/13
City Attorney: Brian Head ~~BCH~~	**Date:** 4-29-13
City Manager: Mark Rohr DRR for C.M.	**Date:** 4/29/13

INTRODUCTION:
This Council Bill changes language related to sewer billing.

DISCUSSION:
Since the City started the billing service in January, it has become apparent that the billing ordinance should be updated in order to accurately and efficiently bill the users.

The current ordinance language does not allow for prorating sewer charges for partial months. So, when customers are new to a location or leave a location, the ordinance requires a charge for the full month. This ordinance change makes provisions for prorating sewer charges for a partial month based on the number of days at the residence utilizing the same winter quarter average.

Additionally, the ordinance language sets forth a tiered penalty rate for delinquent balances. The tiered penalty does not work with our computer software and has affected the printing of the past due date on the bills. This ordinance change also changes the penalty effective date to 30 days (the due date is 15 days after the billing). It also changes the penalty to a flat ten percent on the entire outstanding balance and removes the tiered penalty rates. This will allow the bill to print the penalty and past due amount accurately.

The effective date of this change is June 15, 2013.

RECOMMENDATION:
City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2013-506 **ORDINANCE NO.**

AN ORDINANCE amending Section 118-203, Basis for computation, and Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain language changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City of Joplin provides sanitary sewer service and billing service to customers in Joplin, Missouri and has established charges for such services, and,

WHEREAS, the City has determined certain language changes are required to appropriately bill customers, and,

WHEREAS, the Council of the City of Joplin desires to make certain language changes.

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

Section 1. That Section 118-203, Basis for computation, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, be amended to read as follows:

"Sec. 118-203. Basis for computation.

...

Sewer service charges for residential establishments shall be based upon the average consumption for the months of December, January, and February and shall be billed monthly for the twelve-month period beginning in April of each year on the basis of said average monthly water consumption for the immediately preceding months of December, January, and February.

Residential sewer service charges based upon the average consumption for a user at a location less than a full month shall be prorated to the number of days the same user is at the same location.

..."

Section 2. That Section 118-206, Billing and Collection Procedures, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, be amended to read as follows:

...

(b) Every sewer service charge specified in this section remaining unpaid for ~~40~~ 30 days after the date of its billing may be increased by ten percent of the total outstanding balance. ~~and thereafter such sewer service charge may be increased an additional one and one-half (1 ½) percent for each thirty-day period such charge remains unpaid after the expiration of 40 days from the date of its billing~~.

..."

Section 3. That this ordinance shall become effective on June 15, 2013.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

EMERGENCY ORDINANCES

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 20, 2013

Item: COUNCIL BILL NO. 2013-186
Originating Department: PUBLIC WORKS - MAPS

Attachments: 1) Copy of Grant Offer (Application for State Operating Assistance)
2) Copy of Grant Agreement
3) Copy of Ordinance

Department Head: David Hertzberg DKH	Date: 5/13/13
Finance Department: Leslie Haase LH	Date: 5-14-13
City Attorney: Brian Head	Date: 5-14-13
City Manager: Mark Rohr MR	Date: 5-14-13
Board or Commission:	Date:

Recommended Action: Authorization of an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

Background: The City of Joplin has operated the Metro Area PublicTransit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the MPO area and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin. The combined services provide approximately 13,000 rides per month. During the last City fiscal year, these services provided 155,058 total rides. The majority of MAPS & Trolley riders are elderly, disabled, or have no personal transportation available. The system operates Monday through Saturday.

Discussion: MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other major communities in the MPO. Additionally, the Federal Transit Administration reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $4,904 in grant funds, which is a $5,622.00 reduction from the funds paid in the State's fiscal 2012.

Recommendation: Staff recommends that the City apply for these funds and enter into an agreement with the Missouri Department of Transportation for their use in operating the MAPS and Sunshine Lamp Trolley systems.

APPLICATION FOR STATE OPERATING ASSISTANCE

Applicant's Name City of Joplin

P. O. Box _____ Contact Person Robert Lolley

Address 602 S. Main County Jasper

City, State, Zip Joplin, MO 64801

Telephone # (417)625-4793 FAX # (417)626-4747

Email: rlolley@joplinmo.org

Proposed Level of Service and Budget Information

Level of Service

Proposed Project Period	July 1, 2012 – June 30, 2013
Public Transportation Service Area	105 square miles 84,807 UAZ population
Total One-way Passenger Trips to be Provided	160,000
Total Vehicle Miles to be Operated	280,000
Number of Vehicles in Peak Revenue	10 vehicles

Budget Information

Total Transportation Operating Expenses	1,170,136
Passenger Fares and Other Revenues	170,500
Federal Operating Assistance	499,818
Local Operating Assistance	499,818
State Assistance	0

Robert Lolley

Signature of official authorized to submit this application

4/23/13

Date

CCO Form: TC09
Approved: 06/96 (RMH)
Revised: 09/10 (AML)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PUBLIC TRANSIT OPERATING
ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Joplin (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Transportation Fund and to set forth the conditions upon which the assistance will be provided;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Public Transportation Budget and Service Statement" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of Four Thousand Nine Hundred Four dollars ($4,904) during the period from July 1, 2012, to June 30, 2013.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or

has been, in violation of any of the terms of this Agreement.

(10) COMMISSION'S REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(11) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with every applicable provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

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

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(15) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment or supplemental agreement signed and approved by the duly authorized representatives of the Grantee and the Commission.

(16) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(17) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part

of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(18) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Grantee:

_____

_____

_____

Facsimile No.:_____

(B) To the Commission:

_____

_____

_____

Facsimile No.:_____

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by the Grantee this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____
Director, Multimodal Operations

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Counsel for the Commission

GRANTEE

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

_____
Counsel

_____
Ordinance Number (if applicable)

COUNCIL BILL NO. 2013-186 ORDINANCE NO.

AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System, and containing an emergency clause.

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

Section 1. That the City of Joplin, Missouri, shall make Application to the Missouri Department of Transportation for state funds in the amount of $4,904 to be used for operating assistance for the Metro Area PublicTransit and Sunshine Lamp Trolley Systems;

Section 2. That the City of Joplin, Missouri, understands that such funds, if granted, do not require a local match.

Section 3. That the City Manager is hereby authorized and directed to execute said Application and Agreement on behalf of the City of Joplin, Missouri, and to submit said documents to the Missouri Department of Transportation.

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

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: May 20, 2013
ITEM: 4th & Tyler Stormwater Project
ORIGINATING DEPARTMENT: PUBLIC WORKS – ENGINEERING

ATTACHMENTS:
1) Location Map
2) Bid Tabulation
3) Council Bill 2013 - 189

ENGINEERING DEPARTMENT:	Jack Schaller JS	**DATE:** 5-13-13
DEPARTMENT HEAD:	David Hertzberg DH	**DATE:** 5/13/13
CITY MANAGER:	R. Mark Rohr RR	**DATE:** 5-14-13
FINANCE:	Leslie Haase LH	**DATE:** 5-14-13
LEGAL:	Brian W. Head BWH	**DATE:** 5-14-13

INTRODUCTION:

In 2011 Voters approved a Sales Tax to fund a 10 year storm water improvement program. The storm water improvements at 4th & Tyler Avenue was one of the projects on the program. The project consists of installing a storm drain system including new inlets, approximately 645 feet of helical reinforced concrete pipe, junction boxes, a trench drain, and concrete gutter crossings. The project was designed by City staff and will reduce the frequency of street flooding as well as reduce refreezing problems at the intersections. The improvements will provide a 10 year level of service.

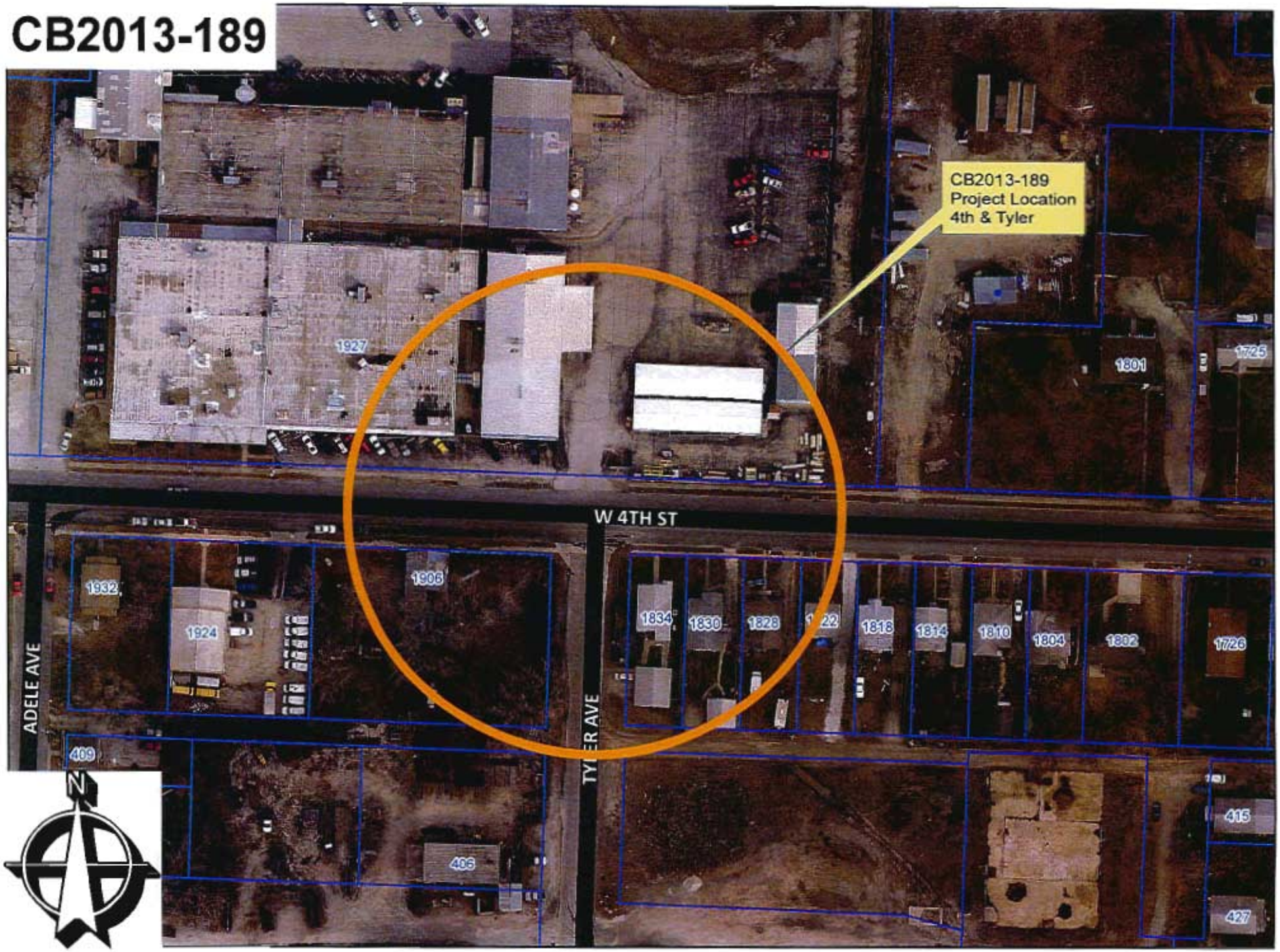
DISCUSSION:

The project was advertised in the Joplin Globe for one day and on the city's website. Bids were opened on April 18, 2013 with 10 firms bidding and Emery Sapp & Sons Inc. provided the lowest bid. The bid was within 10% of the engineers estimate.

RECOMMENDATION:

Staff recommends approval of an award of contract to Emery Sapp & Sons Inc. in the amount of $161,915.27. This is within the engineers estimate for the project.

CB2013-189



1 inch = 100 feet

Date: 5/7/2013

BID TABULATION

PROJECT: 4th & Tyler Stormwater Projects
DATE OF BID OPENING: April 18, 2013 10:00 a.m.

CONTRACTOR	BID
Bennett Inc	179,489.00
Cobble Excavating	223,565.00
Emery Sapp & Sons	161,915.27
Kenny Singer	163,524.60
Neal's Construction	167,094.00
Polston Construction	181,226.00
Sprouls Construction	179,859.00
Southard Construction	168,267.06
Snyder Construction	173,756.00
Travis Hodge Hauling	257,298.00

COUNCIL BILL NO. 2013- 189 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Emery Sapp & Sons Inc, for the 4th & Tyler Stormwater Project in the amount of One Hundred Sixty One Thousand Nine Hundred Fifteen and 27/100 Dollars ($161,915.27) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into a revised agreement between the City of Joplin and Emery Sapp & Sons Inc, for the 4th & Tyler Stormwater Project in the amount of One Hundred Sixty One Thousand Nine Hundred Fifteen and 27/100 Dollars ($161,915.27).

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

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

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

_____, 2013, by a _____ vote.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** **City Council Agenda Item**

Requested Council Meeting Date: May 20, 2013
Council Bill No. 2013-192
Item: Acquisition by Condemnation Proceedings for Schifferdecker Widening Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2013-192

Engineering Department: Jack Schaller JS	Date: 5-13-13
Department Head: David Hertzberg DH	Date: 5/13/13
Finance Department: Leslie Haase LH	Date: 5-14-13
City Attorney: Brian W. Head	Date: 5-14-13
City Manager: Mark Rohr MR	Date: 5-14-13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of a permanent slope easement by condemnation proceedings, from Stone Tabernacle.

Background: The City of Joplin has budgeted money for the completion of the Schifferdecker widening project. This project was listed as priority number nine among projects included in the 3/8-cent Transportation Sales Tax issue approved by voters in November of 2004. The final phase of construction will complete the scheduled improvements to this major arterial corridor.

At this time the City has been unable to reach an agreement with Stone Tabernacle for the purchase of a permanent slope easement from property at 3033 W. 26th Street. In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented a written offer to Stone Tabernacle based on a professional appraisal prepared for the City of Joplin. This offer of compensation was not accepted. At this time it does not appear that City staff will be able to reach an agreement with Stone Tabernacle for the acquisition of this property. City staff would like authorization to initiate condemnation proceedings.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis.

CB2013-192



1 inch = 128 feet

Date: 5/9/2013

COUNCIL BILL NO. 2013-192 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of a permanent slope easement from property described as Lot Numbered Nine (9) in GLENWOOD ADDITION, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Schifferdecker Avenue, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Stone Tabernacle, is the legal owner Lot Numbered Nine (9) in GLENWOOD ADDITION, to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire a permanent slope easement described herein for improvements to Schifferdecker Avenue, and;

WHEREAS, the City of Joplin administration has been unable to obtain this permanent slope easement from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire a permanent slope easement from property owned by Stone Tabernacle for improvements to Schifferdecker Avenue according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

Slope Easment:

All that part of Lot Numbered Nine (9) in GLENWOOD ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, except any part taken for street right-of-way on the East side of said Lot Nine (9) described as follows: Commencing at the Southeast corner of said Lot 9, Thence N88°00'27"W along the South line of said Lot, 67.00 feet to a point on the West right-of-way line of Schifferdecker Avenue; Thence N46°58'14"E along said West right-of-way line, 42.42 feet to the point of beginning;
Thence N01°56'56"E, 243.53 feet to a point on the North line of said Lot 9; Thence S88°00'27"E, 15.00 feet along said North line to a point on said West right-of-way line of Schifferdecker Avenue; Thence S01°56'56"W along said West right-of-way line, 228.53 feet; Thence S46°58'14"W along said West right-of-way line, 21.21 feet to the point of beginning.

Containing 3540 square feet, more or less.

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

COUNCIL BILL NO. 2013-192 ORDINANCE NO

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013 by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** **City Council Agenda Item**

Requested Council Meeting Date: May 20, 2013
Council Bill No. 2013-193
Item: Acquisition by Condemnation Proceedings for Maiden Lane Widening Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2013-193

Engineering Department: Jack Schaller JS	Date: 5-17-13
Department Head: David Hertzberg DH	Date: 5/13/13
Finance Department: Leslie Haase LH	Date: 5-14-13
City Attorney: Brian W. Head	Date: 5-14-13
City Manager: Mark Rohr MR	Date: 5-14-13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right of way and a permanent drainage easement by condemnation proceedings, from Gary and Paula Jones.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way and a permanent drainage easement from the described property located at 17th and Maiden Lane.

At this time the City has been unable to reach an agreement with Gary and Paula Jones for the purchase of right of way and a permanent drainage easement from property at 17th and Maiden Lane. In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented a written offer based on a professional appraisal prepared for the City of Joplin. This offer of compensation was not accepted. At this time it does not appear that City staff will be able to reach an agreement with Gary and Paula Jones for the acquisition of this property. City staff would like authorization to initiate condemnation proceedings.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis.

CB2013-193



1 inch = 50 feet

Date: 5/9/2013

COUNCIL BILL NO. 2013-193 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way and a permanent drainage easement from property described as Lot Ten (10) in Chamber of Commerce Addition, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Maiden Lane, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Gary and Paula Jones, are the legal owners of Lot Ten (10) in Chamber of Commerce Addition, to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way and a permanent drainage easement described herein for improvements to Maiden Lane, and;

WHEREAS, the City of Joplin administration has been unable to obtain this right of way and permanent drainage easement from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire right of way and a permanent drainage easement from property owned by Gary and Paula Jones for improvements to Maiden Lane according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

New Right of Way:

A tract of land being a part of Lot 10 in Chamber of Commerce Addition to the City of Joplin and described as beginning at the Northwest corner of said Lot 10, thence North 64°43'38" East, 10.54 feet; thence South 01°55'14" West, 53.66 feet; thence South 43°00'01" East, 21.24 feet to the intersection of the South line of said Lot 10; thence North 87°55'15" West, along the South line of said Lot 10, 24.34 feet to the Southwest corner of said Lot 10; thence North 01°53'25" East, 63.82 feet to the Point of Beginning.

Permanent Drainage Easement:

A tract of land being a part of Lot 10 in Chamber of Commerce Addition to the City of Joplin and described as commencing at the Northwest corner of said Lot 10, thence North 64°43'38" East, 10.54 feet; thence South 01°55'14" West, 33.66 feet to the Point of Beginning; thence South 88°04'46" East, 10.00 feet; thence South 01°55'14" West,

20.00 feet; thence North 88°04'46" West, 10.00 feet; thence North 01°55'14" East, 20.00 feet to the Point of Beginning.

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

COUNCIL BILL NO. 2013-193 ORDINANCE NO

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013 by a _____ vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** **City Council Agenda Item**

Requested Council Meeting Date: May 20, 2013
Council Bill No. 2013-195
Item: Acquisition by Condemnation Proceedings for Maiden Lane Widening Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2013-195

Engineering Department: Jack Schaller JS	Date: 5-10-13
Department Head: David Hertzberg DH	Date: 5/13/13
Finance Department: Leslie Haase LH	Date: 5-14-13
City Attorney: Brian W. Head BWH	Date: 5-14-13
City Manager: Mark Rohr MR	Date: 5-14-13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right of way and a temporary construction easement by condemnation proceedings, from Grande Tire Company Inc.

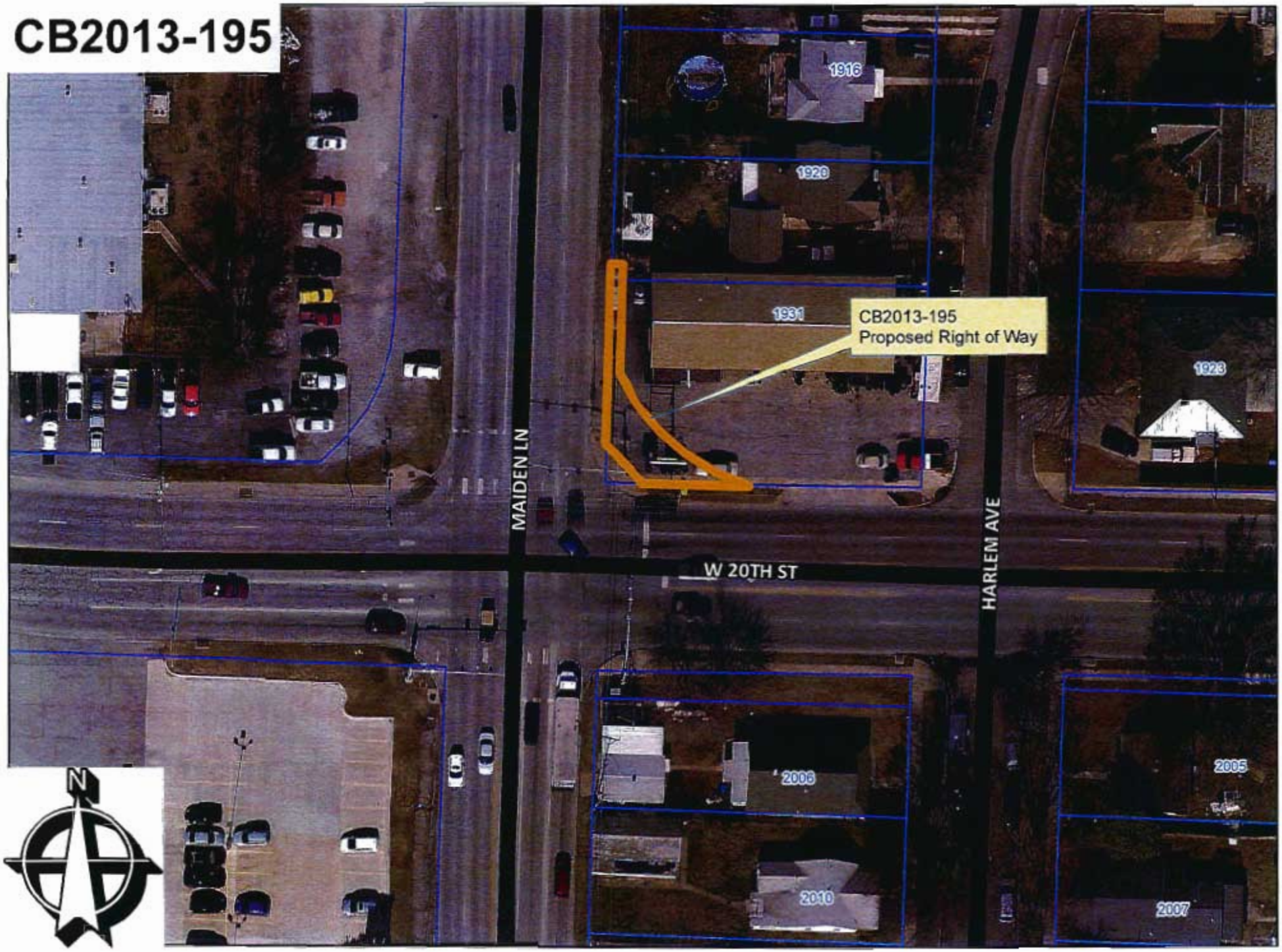
Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way and a temporary construction easement from the described property located at 1605 W. 20th Street.

At this time the City has been unable to reach an agreement with Grande Tire Company, Inc. for the purchase of right of way and a temporary construction easement from the property at 1605 W. 20th Street. In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented a written offer based on a professional appraisal prepared for the City of Joplin. This offer of compensation was not accepted. At this time it does not appear that City staff will be able to reach an agreement with Grande Tire Company, Inc., for the acquisition of this property. City staff would like authorization to initiate condemnation proceedings.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis.

CB2013-195



1 inch = 50 feet

Date 5/9/2013

COUNCIL BILL NO. 2013-195 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way and a temporary construction easement from property described as Lot Nine (9) and Ten (10) in Clark's Addition, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Maiden Lane, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Grande Tire Company Inc., is the legal owner of Lot Nine (9) and Ten (10) in Clark's Addition, to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way and a temporary construction easement described herein for improvements to Maiden Lane, and;

WHEREAS, the City of Joplin administration has been unable to obtain this right of way and temporary construction easement from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire right of way and a temporary construction easement from property owned by Grande Tire Company, Inc., for improvements to Maiden Lane according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

New Right of Way:

A tract of land being a part of Lots 9 and 10 in Clark's Addition to the City of Joplin and described as beginning at the Northwest corner of Lot 10 in Clark's Addition; thence South 87°51'24" East, 4.61 feet; thence South 01°57'02" West, 44.47 feet; thence 70.15 feet along a curve to the left and having a radius of 82.50 feet, a chord distance of 68.06 on a bearing of South 48°09'36" East to a point on the North line of 20th Street; thence North 88°29'51" West, 41.80 feet; thence North 43°16'50" West, 21.13 feet; thence North 01°55'32" East, 73.58 feet to the Point of Beginning.

Temporary Construction Easement:

A tract of land being a part of Lots 9 and 10 in Clark's Addition to the City of Joplin and described as commencing at the Northwest corner of Lot 10 in Clark's Addition; thence South 87°51'24" East, 4.61 feet to the Point of Beginning; thence South 87°51'24" East, 5.00 feet; thence South 01°57'02" West, 43.30 feet; thence 64.08 feet along a curve to the left and having a radius of 77.50 feet, a chord distance of 62.27 on a

bearing of South 48°19'15" East; thence South 88°29'51" East, 41.09 feet; thence South 01°30'09" West, 5.00 feet; thence North 88°29'51" West, 41.80 feet; thence 70.15 feet along a curve to the right and having a radius of 82.50 feet, a chord distance of 68.06 on a bearing of North 48°09'36" West; thence North 01°57'02" East, 44.47 feet to the Point of Beginning.

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

COUNCIL BILL NO. 2013-195 ORDINANCE NO

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013 by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** **City Council Agenda Item**

Requested Council Meeting Date: May 20, 2013
Council Bill No. 2013-196
Item: Acquisition by Condemnation Proceedings for Maiden Lane Widening Project
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Council Bill No. 2013-196

Engineering Department: Jack Schaller JS	Date: 5-13-13
Department Head: David Hertzberg DH	Date: 5/13/13
Finance Department: Leslie Haase LH	Date: 5-14-13
City Attorney: Brian W. Head BWH	Date: 5/14/13
City Manager: Mark Rohr MR	Date: 5-14-13

Recommended Action: Approval of an ordinance declaring a public necessity for the acquisition of right of way and a temporary construction easement by condemnation proceedings, from Sooner One, LLC.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way and a temporary construction easement from the described property located at 1800 W. 20th Street.

At this time the City has been unable to reach an agreement with Sooner One, LLC, for the purchase of right of way and a temporary construction easement from the property at 1800 W. 20th Street. In order to finalize the property acquisitions for this project, it will be necessary for the City of Joplin to begin condemnation proceedings.

Discussion:
Staff has presented a written offer based on a professional appraisal prepared for the City of Joplin. This offer of compensation was not accepted. At this time it does not appear that City staff will be able to reach an agreement with Sooner One, LLC., for the acquisition of this property. City staff would like authorization to initiate condemnation proceedings.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis.

CB2013-196



1 inch = 100 feet

Date: 5/9/2013

COUNCIL BILL NO. 2013-196 ORDINANCE NO.

AN ORDINANCE declaring a public necessity for the acquisition by condemnation proceedings of right of way and a temporary construction easement from property described of Lot 21 in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri, to be utilized for Street Improvements on Maiden Lane, directing the City Attorney to commence an action to obtain said property; and containing an emergency clause.

WHEREAS, Sooner One, LLC., is the legal owner of Lot 21 in Ludwig's First Addition, to the City of Joplin, Jasper County, Missouri, and;

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way and a temporary construction easement described herein for improvements to Maiden Lane, and;

WHEREAS, the City of Joplin administration has been unable to obtain this right of way and temporary construction easement from the owner of said real estate.

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

Section 1. That a public necessity exists for the City to acquire right of way and a temporary construction easement from property owned by Sooner One LLC., for improvements to Maiden Lane according to the Plans of the City of Joplin, Jasper County, Missouri and described as follows:

New Right of Way

All of a tract of land being a part of Lot 21 in Ludwig's First Addition and also being a part of Lot 109 of Southwest Village Subdivision all being a part of the Northeast Quarter of Section 16, Township 28, Range 33 in Jasper county, Missouri and described as Commencing at the Northeast corner of said Section 16 thence North 89°25'04" West, along the North line of said Northeast Quarter, 117.14 feet; thence South 00°34'56" West, 55.00 feet to a point on the South line of 20th Street, 114.28 feet East of the West line of said Lot 21 of Ludwig's First Addition and being the Point of Beginning; thence South 89°25'03" East, along said South line of Street, 55.72 feet; thence South 43°40'44" East, 20.94 feet to a point on the West line of Maiden Lane; thence South 02°01'34" West, along said West line of Street, 341.30 feet to the intersection with the North line of 21st Street; thence North 87°59'04" West, along the North line of 21st Street, 10.12 feet; thence 18.15 feet along a curve to the left and having a radius of 17.50 feet and a chord distance of 17.35 feet on a bearing of North 29°55'34" East; thence North 00°12'39" East, 200.64 feet; thence North 02°12'13" East, 58.64 feet; thence 109.24 feet along a curve to the left and having a radius of

82.50 feet and a chord distance of 101.43 feet on a bearing of North 35°53'43" West to the Point of Beginning.

Temporary Construction Easement

All of a tract of land being a part of Lot 21 in Ludwig's First Addition and also being a part of Lot 109 of Southwest Village Subdivision all being a part of the Northeast Quarter of Section 16, Township 28, Range 33 in Jasper county, Missouri and described as Commencing at the Northeast corner of said Section 16 thence North 89°25'04" West, along the North line of said Northeast Quarter, 117.14 feet; thence South 00°34'56" West, 55.00 feet to a point on the South line of 20th Street, 114.28 feet East of the West line of said Lot 21 of Ludwig's First Addition and being the Point of Beginning; thence 109.24 feet along a curve to the right and having a radius of 82.50 feet and a chord distance of 101.43 feet on a bearing of South 35°53'43" East; thence South 02°12'13" West, 58.64 feet; thence South 00°12'39" West, 200.64 feet; thence 18.15 feet along a curve to the right and having a radius of 17.50 feet and a chord distance of 17.35 feet on a bearing of South 29°55'34" West to a point on the North line of 21st Street; thence North 87°59'04" West, along the North line of 21st Street, 9.38 feet; thence North 02°02'44" East, 10.00 feet; South 87°59'04" East, 7.66 feet; thence North 00°12'39" East, 205.82 feet; thence North 02°12'13" East, 58.80 feet; thence 94.67 feet along a curve to the left and having a radius of 72.50 feet and a chord distance of 88.09 feet on a bearing of North 35°22'18" West; thence North 89°25'03" West, 30.71 feet; thence North 00.37'25" East, 10.00 feet to a point on the South line of said 20th Street; thence South 89°25'03" East, 32.11 feet to the Point of Beginning.

3502.62 sq.ft. New Right of Way
4260.19 sq.ft. Temp. Const. Esmnt.

Section 2. That the City of Joplin is and has been unable to agree with those claiming an interest therein on the amount of compensation, if any, to be paid for the same.

Section 3. That the City Attorney is hereby instructed to file suit in the court of competent jurisdiction for the purpose of obtaining the properties above described for the uses and purposes herein set out.

Section 4. That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013 by a _____vote.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013
Council Bill No. 2013-197

Item: Agreement with Missouri Northern Arkansas Railroad for Easements for the Maiden Lane Widening Project

Originating Department: Public Works – Engineering

Attachments: 1) Agreement
2) Council Bill 2013-197

Engineering Department: Jack Schaller AS	Date: 5-13-13
Department Head: David Hertzberg DWH	Date: 5/13/13
Finance Department: Leslie Jones LJ	Date: 5-14-13
City Attorney: Brian Head	Date: 5-14-13
City Manager: Mark Rohr MR	Date: 5-14-13

Recommended Action: **Approval of Construction and Maintenance Agreement with Missouri Northern Arkansas Railroad for the Maiden Lane Widening Project.**

Background: Maiden Lane from 8th Street to 32nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. There currently exists a public at-grade crossing at Maiden Lane and 13th Street which crossing intersects MNA tracks and right of way.

Discussion: MNA and the City will enter into a construction and maintenance agreement to use a portion of MNA property for the purpose of constructing, maintaining and using a public road. The City will install approximately 198 feet of crossing surface on MNA tracks at mile post 546.8 and install an active warning device at the public road grade crossing. The estimated reimbursable cost at the 10th Street crossing is $232,277.29 and the estimated reimbursable cost at the 13th Street crossing is $108,450.67.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis subject to the approval of FHWA and Modot.

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2013, by and between the **MISSOURI & NORTHERN ARKANSAS RAILROAD** ("MNA"), a Kansas Corporation, and the **CITY OF JOPLIN, MISSOURI**, ("CITY") a municipal corporation of Jasper County, Missouri, acting herein by and through its duly elected/authorized Mayor/City Manager.

RECITALS:

WHEREAS, there currently exists public at-grade crossings designated as Webb City Sub.-Ridout Lead – MP 546.65 +/- Maiden Lane & 10th Street, and Webb City Sub. – MP 546.83 Maiden Lane & 13th Street, which crossing intersects MNA tracks and right-of-way in Joplin, Missouri; and

WHEREAS, the City proposes to widen Maiden Lane Road and wishes to use a certain portion of MNA right-of-way near the area from MP 546.65 to MP 546.83, upon which to construct, maintain and use the widened Maiden Lane, which is agreeable to MNA upon the terms and conditions hereinafter stated.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

MNA, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the full and faithful performance by City of its covenants hereinafter set forth, hereby grants an easement to City to use a portion of MNA property situated at Joplin, Jasper County, Missouri, for the purpose of constructing, maintaining and using a public road, easement to use which is hereby given, as described on drawings, hereto attached, marked Exhibit "A" and Exhibit "B", and incorporated herein by reference.

Additional right of way from the MNA for widening of Maiden Lane Road Street, temporary easements to construct roadway slopes and permanent easements to maintain drainage structures are needed for this project. The right of way, temporary easement and drainage easements are hereto attached and marked Exhibit's "C" thru Exhibit's "F", and incorporated herein by reference. Exhibit "G" incorporated herein by reference are City's Right of Way Plans for the street widening project.

1. MNA agrees that it will, at its own expense, maintain the crossing surface within the limits of the ties, and the active warning devices; however, MNA shall be entitled to receive any contribution toward the cost of such maintenance as may be now or hereafter made available by reason of law, ordinance, regulation, order, grant or by other means or sources. Crossing warning system(s) at the 10th Street and 13th Street intersections will be completed by MNA (to be reimbursed by the City) as indicated on Exhibit "A" and Exhibit "B" including estimated cost.

ARTICLE II

In consideration of the aforesaid easement, City covenants to and agrees with MNA as

follows:

1. That it will use the easement exclusively as a site for a public road. As such utility companies are prohibited from crossing the tracks at the crossing locations.

2. That it will not let or sublet the whole or any part of the easement for any purpose whatsoever or assign this easement without the written consent of MNA in each instance.

3. That in case of eviction of City by anyone owning or claiming title to the whole or any part of the easement, MNA shall not be liable to City for any damage of any nature whatsoever.

4. That if the easement or any part thereof, ceases to be used at any time for the purpose granted, City will deliver up to MNA the possession of the whole, or such part so ceased to be used.

5. That City will, at no expense to MNA, and subject to the supervision and control of MNA's Chief Engineer or his designee, install approximately 83 feet of new crossing surface on its track at Mile Post 546.5 (See Exhibit "A"). City further agrees that it will install, at City's expense, approximately 198 feet of crossing surface on its track at Mile Post 546.8 (See Exhibit "B").

6. That City will reimburse MNA for installation of active warning devices at the public road grade crossings of MNA's track, in accordance with the detailed plans and estimates hereto attached, marked Exhibit "A" and Exhibit "B", and made a part hereof, and in accordance with the Manual on Uniform Traffic Control Devices ("MUTCD"). The estimated reimbursable cost the 10th Street Crossing is **$232,277.29**. The estimated cost for the 13th Street crossing is **$108,450.67**.
Upon completion of the crossing, the MNA, will be responsible for the maintenance and replacement of the crossing surface, trackbed and rail components, plus the highway roadbed, for the width of the rail ties within the crossing area. The City will be responsible for all crossing surface repair and replacement costs required due to Acts of God, normal wear and tear, and damage from accidents where third party accountability cannot be determined, and any other cause not attributable to the MNA. The MNA will provide a cost breakdown for all materials and labor associated with the crossing surface repair and replacement cost to the City, and the City will be responsible and pay unto MNA, these maintenance and replacement costs within 60 days from the invoice date.

Upon completion of the crossing, the MNA will be responsible for the maintenance and replacement of the crossing warning devices, equipment and all associated components of the MNA warning system. This includes all warning device repair and replacement costs required due to Acts of God, normal wear and tear, damage from accidents where third party accountability

7. That City will, at no expense to MNA, and subject to the supervision and control of MNA's Chief Engineer or his designee, locate, construct and maintain the public road in such manner and of such material that it will not at any time be a source of danger to or interference with the present or future tracks, roadbed and property of MNA, or the safe operation of its railroad. City shall construct the public road, and any drainage facilities required because thereof, in such manner as not to permit damage to MNA's property or adjoining property. In the event of a breach of this

covenant at any time, City will within ten (10) days after receipt of a written notice from MNA thereof, do whatever may be necessary to fulfill its obligations under this section and, failing so to do within said time, MNA may do so at City's expense, the entire expense of which City will promptly pay.

8. That no legal right of MNA to maintain, use and relocate the railroad track or tracks or other railroad facilities now located upon the licensed premises, or to construct and thereafter maintain, use and relocate any additional track or tracks or other railroad facilities as it may desire upon or across said licensed premises shall be in anywise affected by the giving of this easement. In the event of discontinuance of use by MNA of the railroad track, all obligations assumed by it hereunder shall cease and be at an end.

9. That if, at any time during the term hereof, MNA shall desire to make any use of the easement property with which the public road and drainage facilities will in any way interfere, including the relocation of existing or the construction of new tracks, pole lines, wires, conduits, etc., in which it shall have an interest, City shall at no expense to MNA, make such changes in the public road and drainage facilities as in the judgment of MNA may be necessary to avoid interference with the proposed use of its property.

10. That the City will bear and pay the entire cost of constructing and maintaining the public road, including any drainage facilities required because thereof, upon the licensed premises except that portion to be maintained by MNA as covered under Section 4 of Article I. That the City will also bear and pay the cost of the work as covered under Sections 1, 2, and 3 of Article I.

11. That if it shall become necessary in the future reconstruction and/or maintenance of said public road and drainage facilities to make any changes or alterations in MNA's right of way fences, signal, power and/or communication pole and wire lines, and/or other facilities located upon the licensed premises, such changes or alterations, if agreeable to MNA, will be made by MNA at City's expense, the entire cost of which City will promptly pay.

12. To make any and all arrangements that may be necessary to secure the location or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than MNA which it may be found necessary to locate or relocate in any manner whatsoever due to the construction of said public road.

13. City shall provide, and shall require any contractor employed by it in the performance of the work to provide, insurance of the following kinds and minimum amounts:

a) Workmen's Compensation Insurance with minimum limits of not less than $1,000,000 Bodily Injury by Accident, Each Accident; $1,000,000 Bodily Injury by Disease, Policy Limit; $1,000,000 Bodily Injury by Disease, Each Employee, and includes a waiver of subrogation in favor of the Railroad.

b) Contractor's Public Liability, Property Damage Liability Insurance including Products & Completed Operations coverage with a minimum single combined limit of not less than $2,000,000 per occurrence and $6,000,000 annual aggregate. Coverage shall include Railroad Contractual Liability endorsement ISO GL 24 17 or its equivalent, have a cross-liability clause, name Railroad as an additional insured with endorsement ISO GL 20 10 and include a waiver of subrogation in favor of the Railroad.

c) The Contractor shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than $1,000,000 for bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide Waiver of Subrogation in favor of Railroad and name Railroad as Additional Insured. If hauling hazardous materials, policy is to be endorsed with the MCS-90 endorsement.

d) Contractor shall acquire Railroad Protective Public Liability and Property Damage Liability Insurance with limits of $2,000,000 per occurrence, $6,000,000 annual aggregate, with the Railroad as the only named insured. At Railroad's option and with the appropriate price reduction, Railroad may obtain such coverage for some projects where it is more economical for both Contractor and Railroad.

e) If required, the Contractor shall maintain Pollution Legal Liability Insurance with minimum limits of $5,000,000 per occurrence covering all operations of the Contractor. Such policy shall be endorsed to provide Waiver of Subrogation in favor of the Railroad and name Railroad as Additional Named Insured.

Insurance shall be primary and without right of contribution from other insurance that may be in effect and without subordination. The insurance policies must be underwritten by a company licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-VI" or better. Insurance shall not me materially modifiable or cancelable without thirty (30) days prior written notice to MNA. CONTRACTOR shall furnish MNA with certificates of insurance showing compliance with these insurance provisions ten (10) days prior to commencement of the work which must be signed by an authorized member of the insurance firm and which must show the name of the agreement to which the certificate is applicable.

If any policies providing the required coverages are written on a claims-made basis, the following is applicable:

- The retroactive date shall be prior to the commencement of the work.
- Contractor shall maintain such policies of a continuous basis.
- If there is a change in insurance companies or policies are canceled or not renewed, Contractor shall purchase an extended reporting period of not less than three (3) years after the contract completion date.

If any part of the work is sub-contracted by City or its contractor, proof of insurance in the same types and amounts shall be provided by the contractor or sub-contractors covering their operations under this Agreement.

Certificates of insurance, satisfactory to MNA, shall be provided to MNA evidencing the types and amounts of coverage required by this section prior to beginning work under this Agreement. The insurance certificate shall name MNA as an additional insured and contain a clause reading: "In the event any of the above policies are materially altered, changed or canceled, MNA will be furnished 30 days advance notice in writing."

14. Except as authorized by MNA, neither the City nor its contractor will work within the "Minimum Clearance Zone" of the track. The "Minimum Clearance Zone" is defined as an area measured 25 feet, horizontally, on either side of the centerline of track with unlimited vertical distance within the horizontal limits. Additionally, the City will locate all equipment, devices, and materials at a sufficient distance from any track to ensure that no apparatus or part of any equipment, device, or material, such as the boom of a crane or a dragline, could, under any circumstances, encroach on the "Minimum Clearance Zone" of any track. When the City or its contractor is required to work within the "Minimum Clearance Zone" of any track, MNA will provide a qualified flagman. The City is responsible for all flagging costs or will pay for the MNA to provide portable derail and red flagging to close track at the City's expense. The City must notify MNA's Representative, **KESS CREECH**, General Roadmaster, 417-359-3114, at least two (2) days in advance of the date the City wishes to commence working within the "Minimum Clearance Zone" of any track to allow the MNA time to provide the flagman called for herein. The City must provide at least two (2) weeks notice prior to the first use of the flagman at the project site.

No equipment or materials shall be stored on the right-of-way without the express written consent of MNA, and if such approval is obtained, said equipment or materials shall be placed at a minimum distance of 25 feet from the track centerline.

15. That it will release and vacate the easement premises occupied by the public road, remove the public road from the easement premises and otherwise fully restore the premises to the condition in which they existed prior to the beginning of the work herein covered, immediately after the need for such public road ceased to exist.

16. **CITY SHALL AND WILL, AND DOES HEREBY AGREE, INSOFAR AS PERMITTED BY LAW, TO ASSUME AND DISCHARGE, AND INDEMNIFY AND SAVE HARMLESS, MNA, ITS SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, EXPENSE, CLAIMS, JUDGMENTS, OR ATTORNEYS' FEES FOR OR ON ACCOUNT OF PERSONAL INJURIES TO OR DEATH OF PERSONS OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY, DIRECTLY OR INDIRECTLY CAUSED BY, DUE TO, ARISING OUT OF, OR IN CONNECTION WITH, THE CONSTRUCTION, RELOCATION, MAINTENANCE, OPERATION, USE, REMOVAL OR EXISTENCE OF THAT PORTION OF THE PUBLIC ROAD HEREIN DESCRIBED, EXCEPT IN**

ANY INSTANCES OF SUCH EVENTS WHICH ARISE OUT OF THE SOLE NEGLIGENCE OF MNA.

17. City agrees traffic control systems at the 13th Street crossing or crossing illumination will be installed and maintained at no cost to MNA.

18. City will furnish, install, and thereafter maintain pavement markings, advance warning signs, and traffic control signs in accordance with MUTCD and all applicable laws and regulations, and will provide traffic control during construction or maintenance operations to accommodate work by MNA.

19. City or its contractor shall remove all trees and other vegetation within the MNA right of way for a distance of 250 feet east and 250 feet west of the proposed crossing site. City shall also use its best efforts to remove, or have removed by others, all trees and vegetation for a distance of not less than 25 feet in all directions from the edge of MNA's right of way. All stumps shall be at ground level. **No trees or wastes generated in the removal process shall be disposed of, burned, buried, abandoned, or discarded upon or adjacent to MNA's property.** All such materials cut shall be properly disposed of in compliance with all local, state and federal rules, regulations and laws. City or its contractor shall clean culverts when instructed to do so by MNA personnel.

20. The City shall furnish to MNA a certified copy of resolution or ordinance adopted by the governing body of the City of Joplin authorizing the Mayor to execute this agreement on behalf of the City.

21. Right of Way, Temporary Easements and Drainage Easements shall be provided by MNA at cost to City.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the day and year first above written.

MISSOURI & NORTHERN ARKANSAS
RAILROAD, a Kansas Corporation

By _____

Title _____

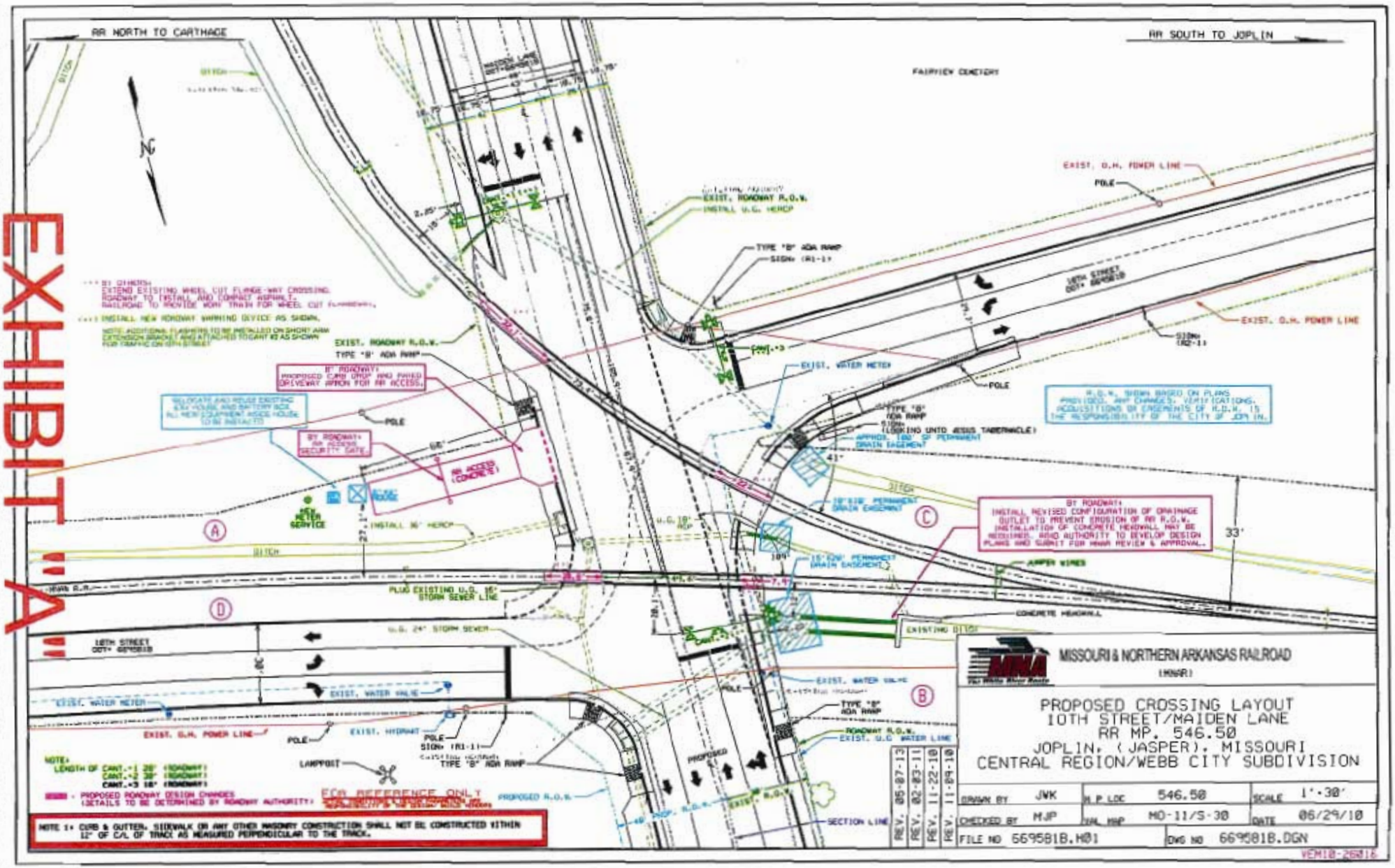
Approved as to Legal Form: _____

CITY OF JOPLIN, MISSOURI

By _____

Title _____

EXHIBIT A



MISSOURI & NORTHERN ARKANSAS RAILROAD
(MNAR)

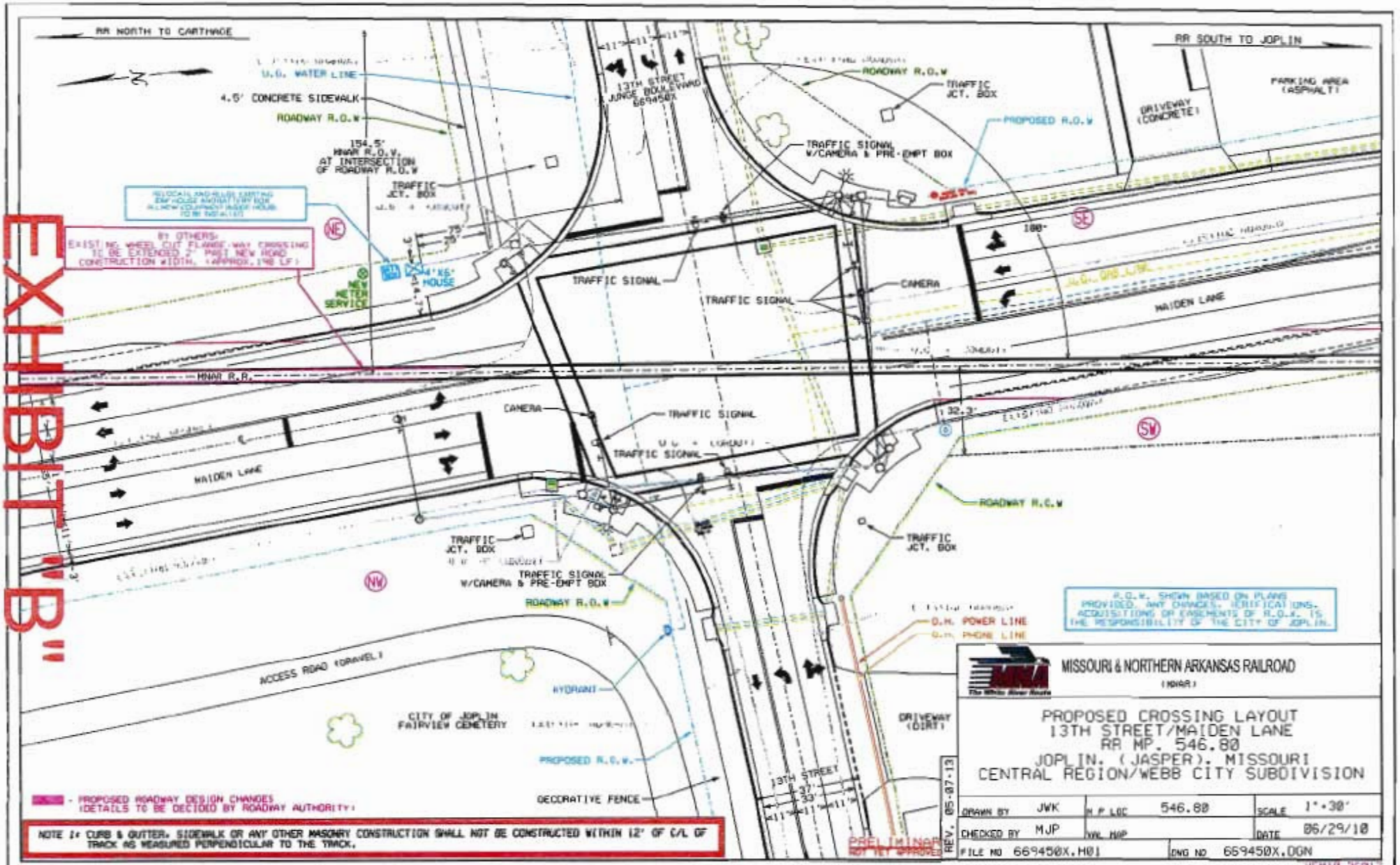
PROPOSED CROSSING LAYOUT
10TH STREET/MAIDEN LANE
RR MP. 546.50
JOPLIN, (JASPER), MISSOURI
CENTRAL REGION/WEBB CITY SUBDIVISION

REV.	DATE
REV.	05-07-13
REV.	02-03-11
REV.	11-22-10
REV.	11-04-10

DRAWN BY	JVK	M.P. LOC	546.50
SCALE	1"=30'		
CHECKED BY	MJP	VAL. MAP	MO-11/S-30
DATE	06/29/10		
FILE NO	669581B.M01	DWG NO	669581B.DGN

VEM10-26016

EXHIBIT "B"


RR NORTH TO CARTHAGE
RR SOUTH TO JOPLIN
U.G. WATER LINE
4.5' CONCRETE SIDEWALK
ROADWAY R.O.W
154.5' MNAR R.O.W. AT INTERSECTION OF ROADWAY R.O.W
13TH STREET JUNGE BOULEVARD 669450X
TRAFFIC JCT. BOX
TRAFFIC SIGNAL W/CAMERA & PRE-EMPT BOX
PROPOSED R.O.W
DRIVEWAY (CONCRETE)
PARKING AREA (ASPHALT)
BY OTHERS: EXISTING WHEEL CUT FLANGEWAY CROSSING TO BE EXTENDED 2' PAST NEW ROAD CONSTRUCTION WIDTH, (APPROX. 148 LF)
NEW METER SERVICE
24' X 6' HOUSE
TRAFFIC SIGNAL
CAMERA
MAIDEN LANE
MNAR R.R.
ROADWAY R.O.W
ACCESS ROAD (GRAVEL)
HYDRANT
CITY OF JOPLIN FAIRVIEW CEMETERY
PROPOSED R.O.W.
DECORATIVE FENCE
O.H. POWER LINE
U.G. PHONE LINE
DRIVEWAY (DIRT)
13TH STREET
- PROPOSED ROADWAY DESIGN CHANGES (DETAILS TO BE DECIDED BY ROADWAY AUTHORITY)
NOTE 1: CURB & GUTTER, SIDEWALK OR ANY OTHER MASONRY CONSTRUCTION SHALL NOT BE CONSTRUCTED WITHIN 12' OF C/L OF TRACK AS MEASURED PERPENDICULAR TO THE TRACK.
R.O.W. SHOWN BASED ON PLANS PROVIDED. ANY CHANGES, VERIFICATIONS, ACQUISITIONS OR EASEMENTS OF R.O.W. IS THE RESPONSIBILITY OF THE CITY OF JOPLIN.
MISSOURI & NORTHERN ARKANSAS RAILROAD (MNAR)
PROPOSED CROSSING LAYOUT
13TH STREET/MAIDEN LANE
RR MP. 546.80
JOPLIN, (JASPER), MISSOURI
CENTRAL REGION/WEBB CITY SUBDIVISION
DRAWN BY JWK
CHECKED BY MJP
H.P. LOC 546.80
SCALE 1"=30'
DATE 06/29/10
FILE NO 669450X.H01
DWG NO 669450X.DGN
REV. 05-07-13
PRELIMINARY NOT FOR APPROVAL
VEM10-260

This instrument prepared by or
Under the direction of:
Kenneth G. Charron, Esq.
Missouri & Northern Arkansas Railroad Company, Inc.
c/o 13901 Sutton Park Drive South, Suite 130
Jacksonville, FL 32224

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC., a Kansas corporation, whose address for purposes of this agreement is 514 N. Orner, Carthage, MO 64836, Grantor, for the true and actual consideration of Sixty-Five Thousand and No/100 Dollars ($65,000.00), does grant to CITY OF JOPLIN, a Municipal Corporation, whose address for purposes of this agreement is 602 S. Main Street, Joplin, MO 64801, Grantee, its successors and assigns;

> Permanent drainage easements, permanent easements and temporary construction easements to construct, reconstruct, repair, and maintain portions of a public highway (Maiden Lane) and its appurtenances and facilities, upon, over, and across the following described premises, situated in Jasper County, State of Missouri, being more particularly described on Exhibits A, B, C-1, C-2, C-3, C-4, D-1, D-2, E-1, E-2, E-3, F-1 and F-2, each with legal description, prepared by Sprenkle & Associates, Inc. and dated December 13, 2012, attached hereto and by the reference made a part hereof.

RESERVING EXCLUSIVELY, however, unto the Grantor, its successors and assigns, the exclusive right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data video, digitized information, or other materials or information, pipelines, utility lines, and facilities including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said highway, and further reserving unto Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards, and further reserving the right and privilege to use said land for any and all purposed not inconsistent with the use thereof for said highway purposes.

The foregoing Easement is made subject to and upon the following express conditions:

1. To existing interests in the above described premises to whomsoever belonging and of what so ever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

EXHIBIT "C"

2. Any and all cuts and fills, excavations or embankments necessary in the construction maintenance, or future alteration of said highway shall be made and maintained in such manner, form, and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation, or reconstruction of which may be made necessary by reason of the use of said premises for said highway purposes.

4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said highway or said premises.

5. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____, 2013, concerning the Premises (the "C&M Agreement"). The terms of the C&M Agreement are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect. Upon expiration of the C&M Agreement this Easement does not grant to the Grantee any surface rights or rights to enter Grantor's property that is not expressly specified in the legal description of the Easement.

6. If during the construction or subsequent maintenance of said highway, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Grantee shall indemnify, protect and defend the Grantor from any and all liability, claims or demands, if any, which arise as a result of exposure and/or removal of said contaminated soils or materials. Determination of soils contamination and applicable disposal procedures thereof will be made only by an agency having the capacity and authority to make such a determination.

7. Grantee shall and hereby releases and discharges Grantor of and from any and all liability for damage to or destruction of any facility, and any other property of Grantee located at or near Grantor's premises; and hereby releases Grantor from all liability for injury to or death of any and all persons whomsoever, including officers, employees and agents of the parties hereto, or loss of or damage to property to whomsoever belonging, including property owned by, leased to or in the

EXHIBIT "C"

care, custody, and control of the parties hereto, in any manner arising from or during construction, and reconstruction, use, maintenance repair, or removal of Grantee's facility by Grantee; and does hereby indemnify and save harmless the Grantor of any from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses arising or growing out of or in connection with any negligence of Grantee. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as an indemnification against the sole negligence of the Grantor, its officers, employees or agents.

8. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

9. Grantee or its contractor(s) must determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.

10. Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Easements, or otherwise damage the same in any way.

11. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed, then and in any such event, all the right, title, interest, benefits and enjoyment of Grantee, or to the public, in and to said premises, for any purposes whatsoever, shall immediately cease and the said Grantor, its successors and assigns, may, at its or their opinion, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon said easement area or any part thereof.

12. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interests of others, including the tenants and licensees of the Grantor.

13. This Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.

EXHIBIT "C"

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose what so ever subject to the terms and conditions hereinbefore stated.

IT IS UNDERSTOOD AND AGREED that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon City Of Joplin, unless and until accepted and approved by the recording of this document.

IN WITNESS WHEREOF, the said Missouri & Northern Arkansas Railroad Company, Inc. has caused this instrument to be signed by its officer, and the corporate seal affixed on the _____ day of _____, 2013.

MISSOURI & NORTHERNARKANSAS RAILROAD COMPANY, INC.

By: _____

Print Name: _____

Print Title: _____

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

On this the _____ day of _____, 2013, personally appeared _____ _____, who, being sworn stated that he is _____ of Missouri & Northern Arkansas Railroad Company, Inc, a Kansas corporation, and that this instrument was voluntarily signed on behalf of the corporation. Before me:

_____
NOTARY PUBLIC for State of Florida
My commission Expires: _____

EXHIBIT "C"

Accepted on behalf of City of Joplin:

By:_____

Print Name: _____

Print Title:_____

STATE OF MISSOURI)
)
COUNTY OF JASPER)

On this the _____ day of _____, 2013, before me, a Notary Public, personally appeared _____ of CITY OF JOPLIN, a Municipal Corporation, who, being duly sworn, acknowledged that said instrument was accepted on behalf of said body politic. Before me:

_____
NOTARY PUBLIC for State of Missouri
My Commission Expires: _____

Note- base document – CORP – DEL RIO RD EASEMNT.doc

EXHIBIT "C"

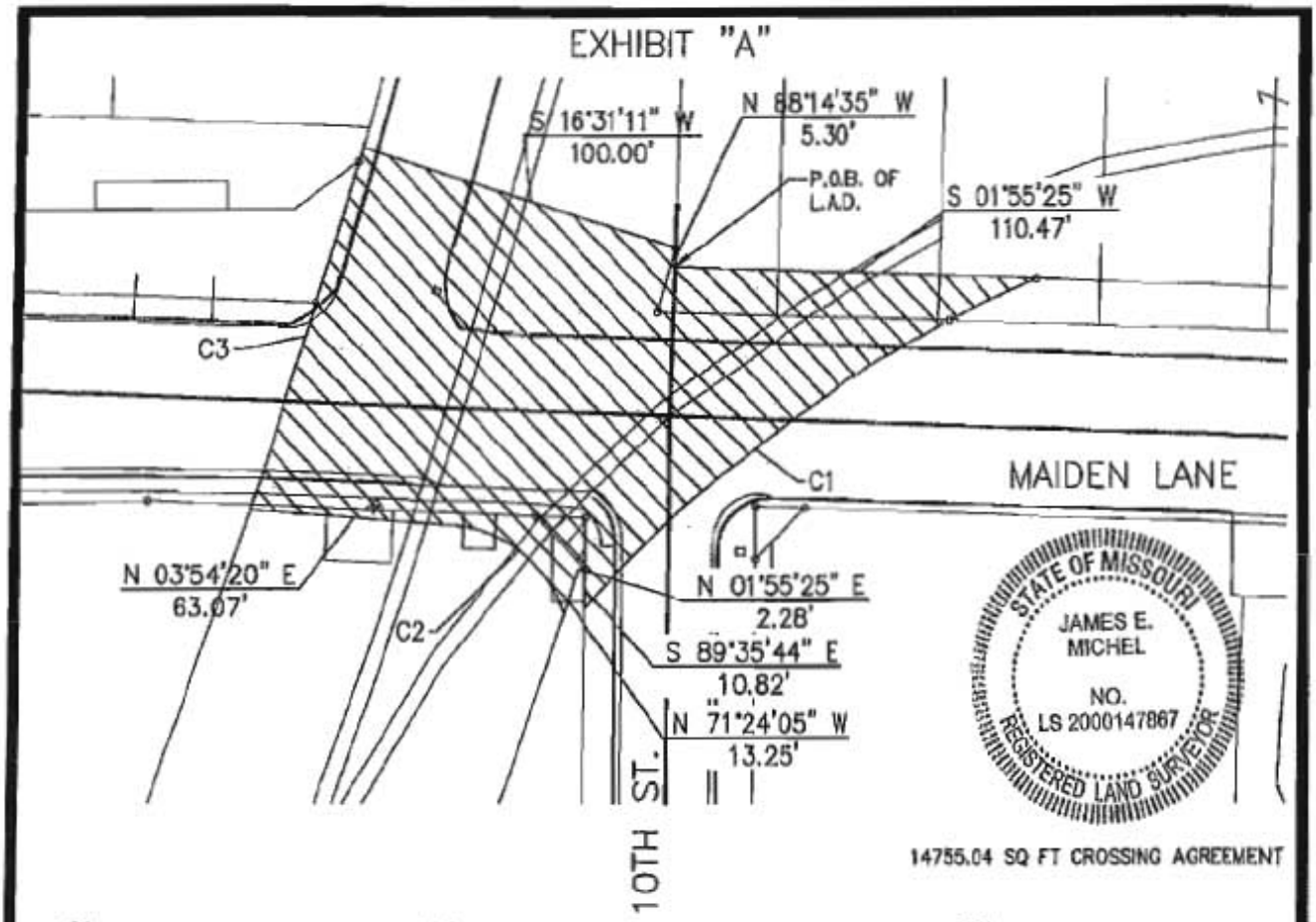
Missouri & Northern Arkansas Railroad Company, Inc.			4/16/2013	
Joplin, Jasper County, MO - Malden Lane Road Project				
Summary of property rights to be conveyed to City of Joplin				
#	Exhibit	Description	Square Feet	Comments
1	A	10th Street Crossing	14,755.04	10th Street Road Crossing -easement
2	B	13th Street Crossing	26,132.38	13th Street Crossing - easement
3	C-1	N of 10th St / W of Malden Ln	1,163.58	permanent drainage easement
4	C-2	N of 10th St / W of Malden Ln	36.07	permanent drainage easement
5	C-3	N of 10th St / W of Malden Ln	105.62	permanent drainage easement
6	C-4	N of 10th St / W of Malden Ln	331.98	temporary construction easement
7	D-1	New ROW ES of Malden Ln btwn 10th & 13th	10,226.01	"ROW" (parallel ES Malden Lane)
8	D-2	S of 10th St / E of Malden Ln	149.68	permanent drainage easement
9	E-1	S of 13th St / W of Malden Ln	11,193.96	"ROW" (parallel WS Malden Lane)
10	E-2	S of 13th St / W of Malden Ln	200.04	permanent drainage easement
11	E-3	S of 13th St / W of Malden Ln	382.70	temporary construction easement
12	F-1	N of 17th St / E of Malden Ln	1,054.55	"ROW" (parallel ES Malden Lane)
13	F-2	N of 17th St / E of Malden Ln	1,069.92	temporary construction easement
		Total square feet >	**66,801.53**	
	10th & 13th Street road crossing easements - A & B		40,887.42	
	permanent drainage ease - C1, C2, C3,D2, E3		1,654.99	
	temporary construction ease - C-4, E-3, F-2		1,784.60	
	"ROW" - road - D-1, E-1, F-1		22,474.52	
		Total square feet >	**66,801.53**	

EXHIBIT "C"

Missouri & Northern Arkansas Railroad Company, Inc.				
Joplin, Jasper County, MO - Malden Lane Road Project			1/29/2013	
#	Exhibit	Description	Square Feet	Property Rights To Be Conveyed
1	A	10th Street Crossing	14,755.04	10th Street Crossing Agreement (license)
2	B	13th Street Crossing	26,132.38	13th Street Crossing Agreement (license)
3	C-1	N of 10th St / W of Malden Ln	1,163.58	permanent drainage easement
4	C-2	N of 10th St / W of Malden Ln	36.07	permanent drainage easement
5	C-3	N of 10th St / W of Malden Ln	105.62	permanent drainage easement
6	C-4	N of 10th St / W of Malden Ln	331.98	temporary construction easement
7	D-1	New ROW ES of Malden Ln btwn 10th & 13th	10,226.01	"ROW" (parallel ES Malden Lane)
8	D-2	S of 10th St / E of Malden Ln	149.68	permanent drainage easement
9	E-1	S of 13th St / W of Malden Ln	11,193.96	"ROW" (parallel WS Malden Lane)
10	E-2	S of 13th St / W of Malden Ln	200.04	permanent drainage easement
11	E-3	S of 13th St / W of Malden Ln	382.70	temporary construction easement
12	F-1	N of 17th St / E of Malden Ln	1,054.55	"ROW" (parallel ES Malden Lane)
13	F-2	N of 17th St / E of Malden Ln	1,069.92	temporary construction easement
			66,801.53	
		license for improved road crossings - A & B	40,887.42	
		permanent drainage ease - C1, C2, C3,D2, E3	1,654.99	
		temporary construction ease - C-4, E-3, F-2	1,784.60	
		"ROW" - road - D-1, E-1, F-1	22,474.52	
			66,801.53	

EXHIBIT "C"

EXHIBIT "A"



14755.04 SQ FT CROSSING AGREEMENT

C1	C2	C3
L = 167.86'	L = 43.31'	L = 109.10'
R = 366.41'	R = 37.50'	R = 2529.72'
LC = 166.40'	LC = 40.97'	LC = 109.09'
BRG = N 34°30'33" W	BRG = N 37°48'51" E	BRG = S 72°13'24" E

MISSOURI & NORTH ARKANSAS RAILROAD
10TH STREET CROSSING AGREEMENT
14,755.04 SQ FT CROSSING AGREEMENT

LEGEND

- ○ *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

60 0 25 50
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

SAI	Sprenkle & Associates, Inc. Consulting Engineers & Land Surveyors	MNA RAILROAD 10TH STREET CROSSING AGREEMENT

EXHIBIT "C"

Missouri and North Arkansas Railroad
10th Street Crossing Agreement

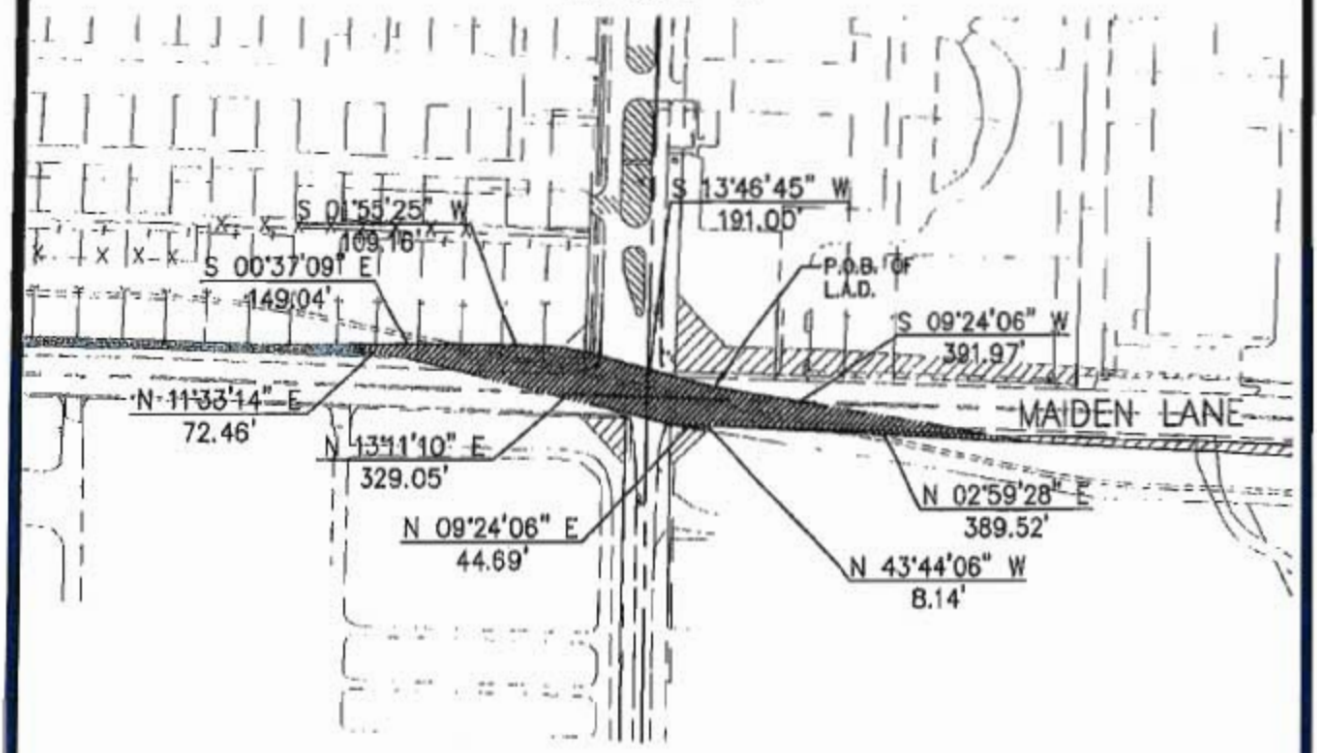
Exhibit A Description:

All of a tract of land being a part of the Northwest Quarter of Section 10, Township 27, Range 33 and part of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 10, thence South 88°14'35" East, along the North line of said Southwest Quarter of the Northwest Quarter of said Section 10, 43.00 feet to the Point of Beginning; thence South 01°55'25" West, 110.47 feet to a point being 25.0 feet South and perpendicular to the centerline of a railroad spur line; thence parallel with said centerline 167.86 feet on a curve to the left, having a radius of 366.41 feet, a chord distance of 166.40 feet on a bearing of North 34°30'33" West; thence South 89°35'44" East, 10.82 feet; thence North 01°55'25" East, 2.28 feet; thence North 71°24'05" West, 13.25 feet; thence 43.31 feet along a curve to the left and having a radius of 37.50 feet, a chord distance of 40.97 feet on a bearing of North 37°48'51" East; thence North 03°54'20" East, 63.07 feet to a point being 50.0 feet North and perpendicular to the centerline of a railroad spur line; thence parallel with said centerline 109.10 feet on a curve to the left and having a radius of 2529.72 feet, a chord distance of 109.09 feet on a bearing of South 72°13'24" East; thence South 16°31'11" West, 100.00 feet; thence North 88°14'35" West, 5.30 feet to the Point of Beginning.

14,755.04 sq.ft. Crossing Agreement

EXHIBIT "C"

EXHIBIT "B"



26132.38 SQ FT CROSSING AGREEMENT

MISSOURI & NORTH ARKANSAS RAILROAD
13TH STREET CROSSING AGREEMENT

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147807
REGISTERED LAND SURVEYOR

LEGEND

- ○ *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

200 0 100 200
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

1 / 1	*Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors*	MNA RAILROAD 13TH STREET CROSSING AGREEMENT

EXHIBIT "C"

Missouri and North Arkansas Railroad
13th Street Crossing Agreement

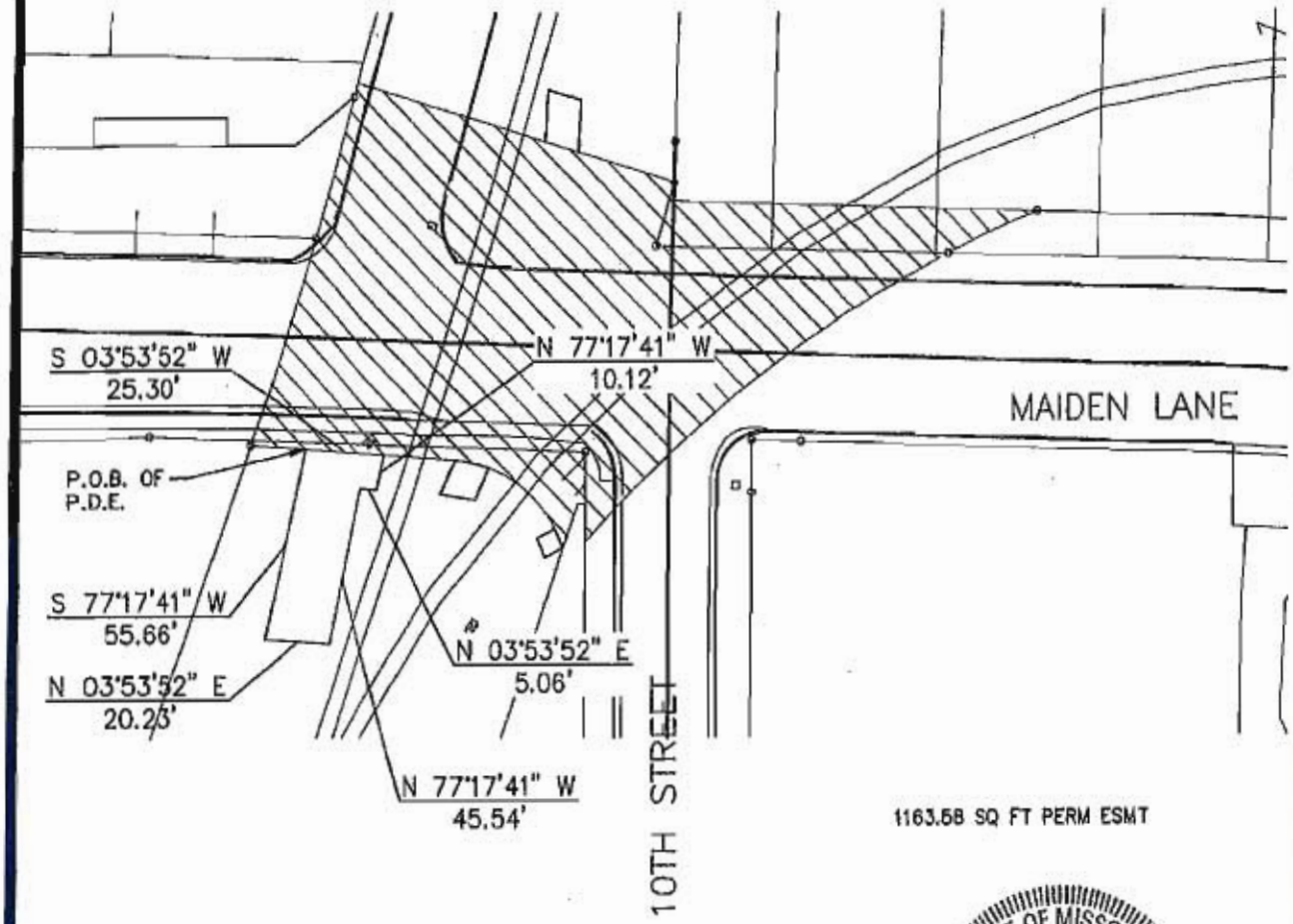
Exhibit B Description:

All of a tract of land being a part of the West one-half of Section 10, Township 27, Range 33 and part of the East one-half of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as Commencing at the Northwest corner of the Southwest Quarter of said Section 10, thence South 01°55'14" West, along the West line of said Southwest Quarter of said Section 10, 81.52 feet; thence South 88°04'46" East, 13.76 feet to the Point of Beginning; thence South 09°24'06" West, 391.97 feet; thence North 02°59'28" East, 389.52 feet; thence North 43°44'06" West, 8.14 feet; thence North 09°24'06" East, 44.69 feet; thence North 13°11'10" East, 329.05 feet; thence North 11°33'14" East, 72.46 feet; thence South 00°37'09" East, 149.04 feet; thence South 01°55'25" West, 109.16 feet; thence South 13°46'45" West, 191.00 feet to the Point of Beginning.

26,132.38 sq.ft. Crossing Agreement

EXHIBIT "C"

EXHIBIT "C-1"



1163.58 SQ FT PERM ESMT

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

50 0 25 50

(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

PERMANENT DRAINAGE EASEMENT

SAI *Sprenkle & Associates, Inc.*
Consulting Engineers & Land Surveyors

MNA RAILROAD
NORTH OF 10TH ST. W OF MAIDENLANE

EXHIBIT "C"

Missouri and North Arkansas Railroad
North of 10th Street – East and West of Maiden Lane

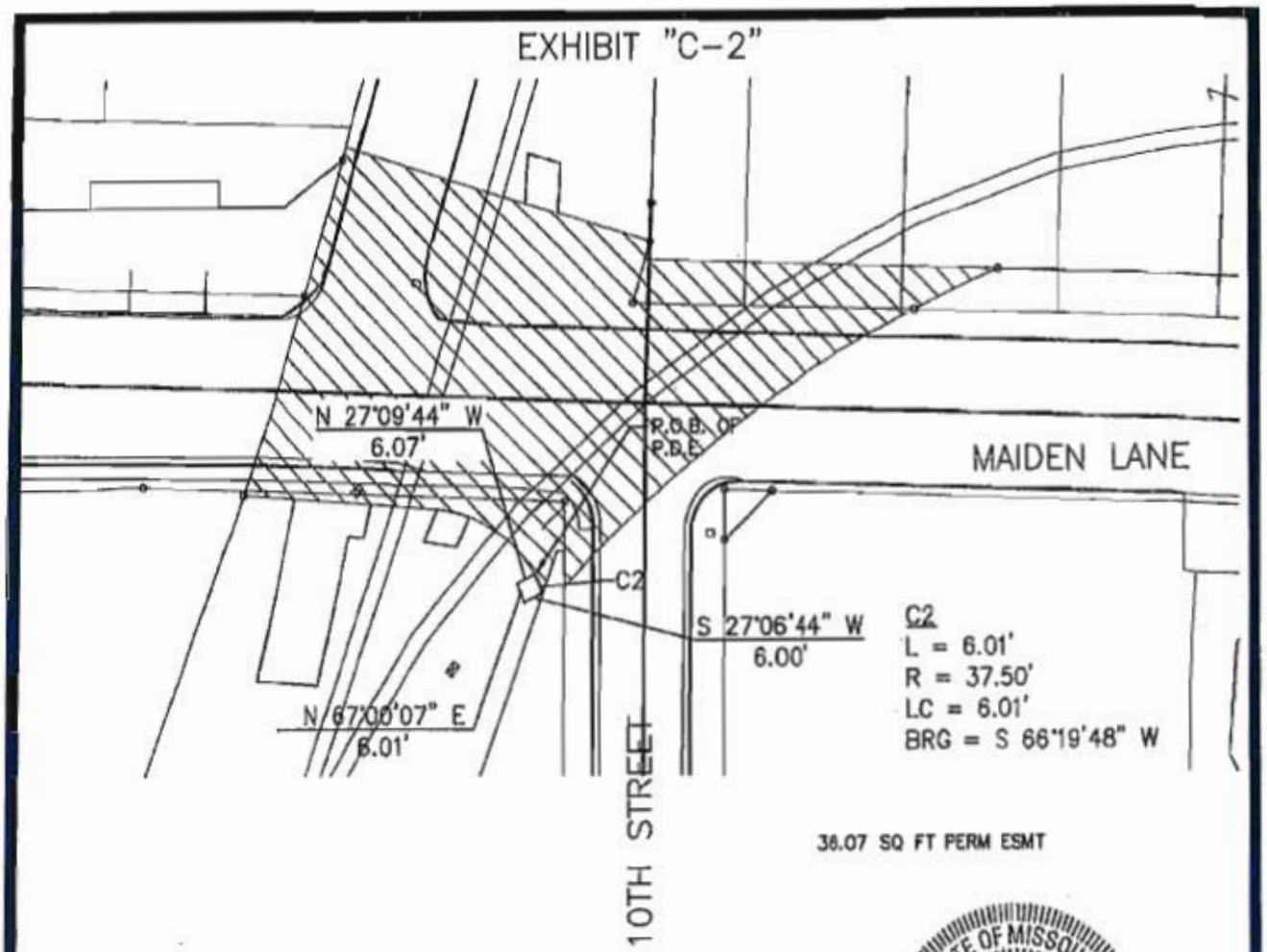
Exhibit C-1 Permanent Drainage Easement:

Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 01°55'25" East, along the East line of said Quarter-Quarter, 109.75 feet; thence North 88°04'35" West, 32.06 feet to the Point of Beginning; thence South 03°53'52" West, 25.30 feet; thence North 77°17'41" West, 10.12 feet; thence North 03°53'52" East, 5.06 feet; thence North 77°17'41" West, 45.54 feet; thence North 03°53'52" East, 20.23 feet; thence South 77°17'41" East, 55.66 feet to the Point of Beginning.

1,163.58 sq.ft. perm. drainage esmnt.

EXHIBIT "C"

EXHIBIT "C-2"



36.07 SQ FT PERM ESMT

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

LEGEND

- o IRON PIN
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- P.D.E. PERMANENT DRAINAGE EASEMENT
- R.O.W. RIGHT-OF-WAY

50 0 25 50
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

PERMANENT DRAINAGE EASEMENT

SAI | Sprenkle & Associates, Inc. Consulting Engineers & Land Surveyors | MNA RAILROAD N. OF 10TH ST. W. OF MAIDENLANE

EXHIBIT "C"

Missouri and North Arkansas Railroad
North of 10th Street – East and West of Maiden Lane

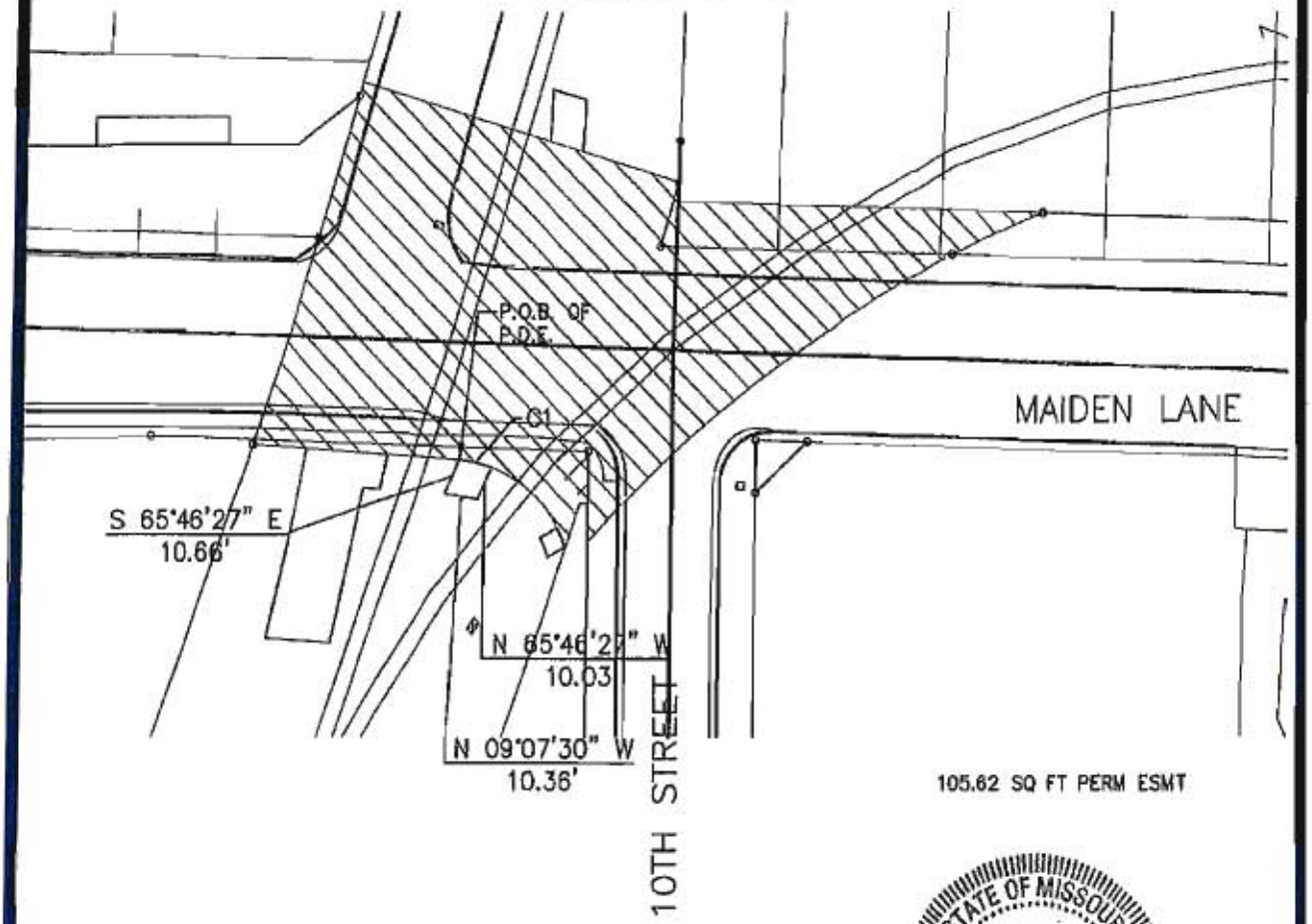
Exhibit C-2 Permanent Drainage Easement:

Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 89°35'44" West, along the South line of said Quarter-Quarter, 56.88 feet; thence North 00°23'52" East, 31.42 feet to the Point of Beginning; thence North 27°09'44" West, 6.07 feet; thence North 67°00'07" East, 6.01 feet; thence South 27°09'44" East, 6.00 feet; thence 6.01 feet along a curve to the right and having a radius of 37.70 feet, a chord distance of 6.01 feet on a bearing of South 66°19'48" West to the Point of Beginning.

36.07 sq.ft. perm. drain. esmnt.

EXHIBIT "C"

EXHIBIT "C-3"



105.62 SQ FT PERM ESMT

C1
L = 10.24'
R = 37.70'
LC = 10.21'
BRG = S 12°31'38" W

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

LEGEND

- o IRON PIN
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- P.D.E. PERMANENT DRAINAGE EASEMENT
- R.O.W. RIGHT-OF-WAY

50 0 25 50
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

PERMANENT DRAINAGE EASEMENT

SAI | Sprenkle & Associates, Inc. Consulting Engineers & Land Surveyors | MNA RAILROAD NORTH OF 10TH ST. W OF MAIDENLANE

EXHIBIT "C"

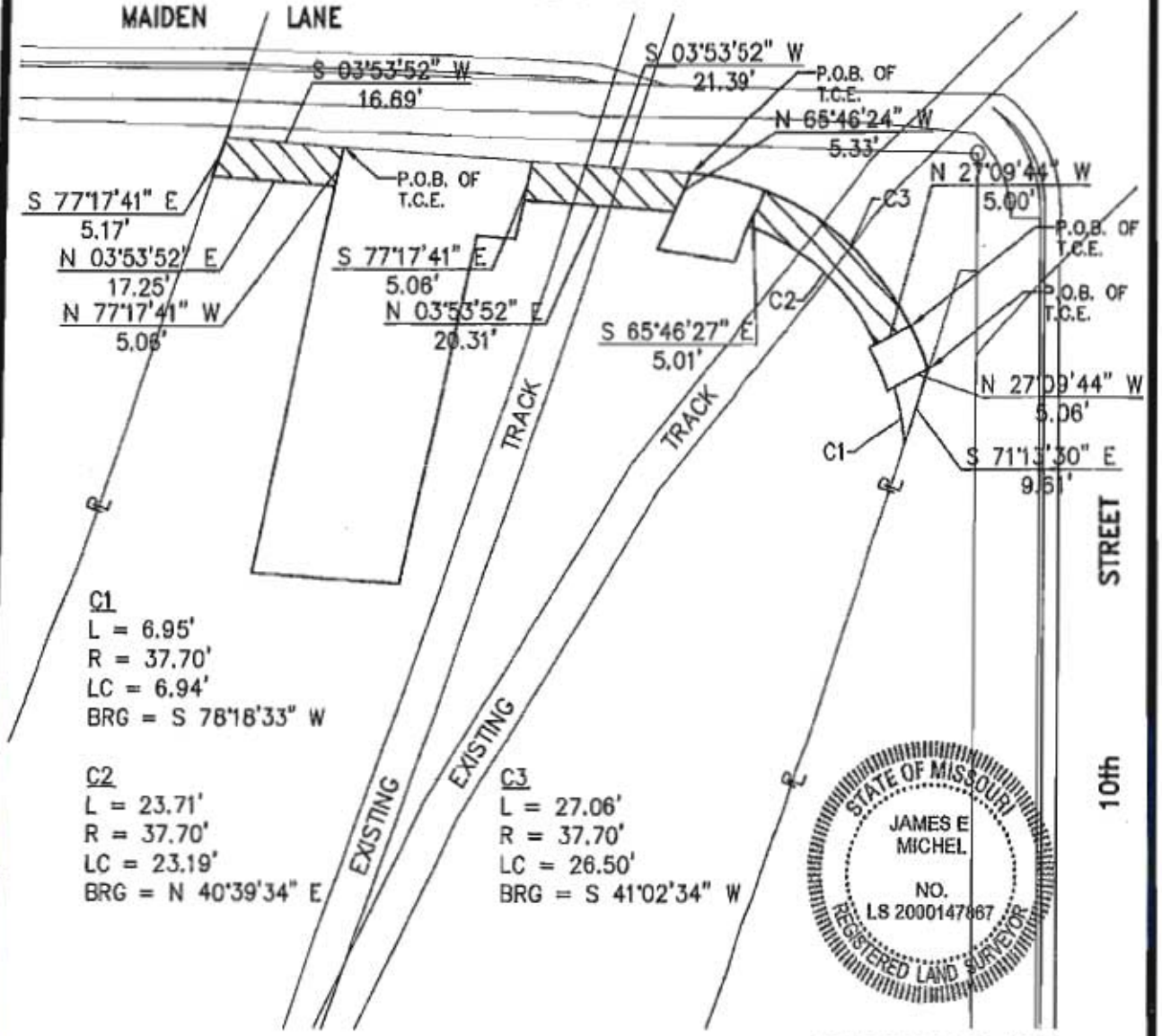
Missouri and North Arkansas Railroad
North of 10th Street – East and West of Maiden Lane

Exhibit C-3 Permanent Drainage Easement:
Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 01°55'25" East, along the East line of said Quarter-Quarter, 63.10 feet; thence North 88°04'35" West, 33.68 feet to the Point of Beginning; thence 10.24 feet along a curve to the right and having a radius of 37.70 feet, a chord distance of 10.21 feet on a bearing of South 12°31'38" West; thence North 65°46'27" West, 10.03 feet; thence North 09°07'30" East, 10.36 feet; thence South 65°46'27" East, 10.66 feet to the Point of Beginning.

105.62 perm. drain. esmnt.

EXHIBIT "C"

EXHIBIT "C-4"



LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

50 0 25 50

(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

TEMPORARY CONSTRUCTION EASEMENT

SAI | *Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors* | MNA RAILROAD NORTH OF 10TH ST. W OF MAIDENLANE

EXHIBIT "C"

Missouri and North Arkansas Railroad
North of 10th Street – East and West of Maiden Lane

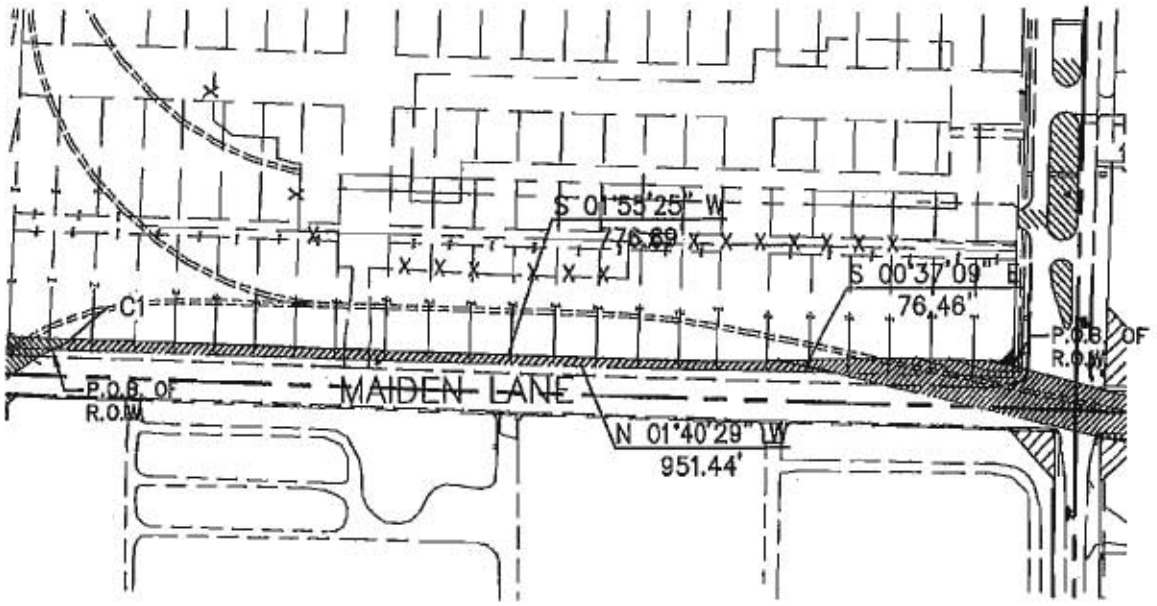
Exhibit C-4 Temporary Construction Easements:

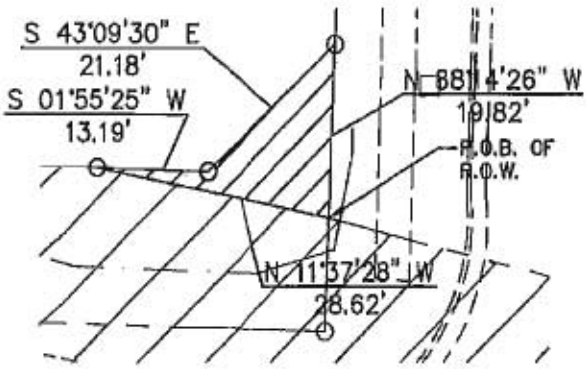
Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 89°35'44" West, along the South line of said Quarter-Quarter, 56.88 feet; thence North 00°23'52" East, 31.42 feet to the Point of Beginning; thence North 27°09'44" West, 5.06 feet; thence 6.95 feet along a curve to the right and having a radius of 37.70 feet, a chord distance of 6.94 feet on a bearing of South 78°18'33" West; thence South 71°13'30" East, 9.61 feet to the Point of Beginning, ALSO commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 89°35'44" West, along the South line of said Quarter-Quarter, 51.39 feet; thence North 00°23'52" East, 33.87 feet to the Point of Beginning; thence North 27°09'44" West, 5.00 feet; thence 23.71 feet along a curve to the left and having a radius of 32.50 feet, a chord distance of 23.19 feet on a bearing of North 40°39'34" East; thence South 65°46'27" East, 5.01 feet; thence 27.06 feet along a curve to the right and having a radius of 37.50 feet, a chord distance of 26.50 feet on a bearing of South 41°02'34" West to the Point of Beginning, ALSO commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 01°55'25" East, along the East line of said Quarter-Quarter, 63.10 feet; thence North 88°04'35" West, 33.68 feet to the Point of Beginning; thence North 65°46'27" West, 5.33 feet; thence North 03°55'52" East, 20.31 feet; thence South 77°17'41" East, 5.06 feet; thence South 03°55'52" West, 21.39 feet to the Point of Beginning, ALSO commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 01°55'25" East, along the East line of said Quarter-Quarter, 109.75 feet; thence North 88°04'35" West, 32.06 feet to the Point of Beginning; thence North 77°17'41" West, 5.06 feet; thence North 03°53'52" East, 17.25 feet; thence South 77°17'41" East, 5.17 feet; thence South 03°53'52" west, 16.69 feet to the Point of Beginning.

331.98 temp. const. esmnt.

EXHIBIT "C"

EXHIBIT "D-1"





C1
L = 29.75'
R = 366.41'
LC = 29.75'
BRG = N 23°42'40" E

10226.01 SQ FT ROW

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

MISSOURI & NORTH ARKANSAS RAILROAD
SOUTH OF 10TH STREET, NORTH OF 13TH STREET – EAST SIDE MAIDEN LANE

LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

200 0 100 200
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

SAI	*Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors*	MNA RAILROAD NEW ROAD RIGHT OF WAY

EXHIBIT "C"

Missouri and North Arkansas Railroad
South of 10th Street, North of 13th Street – East of Maiden Lane

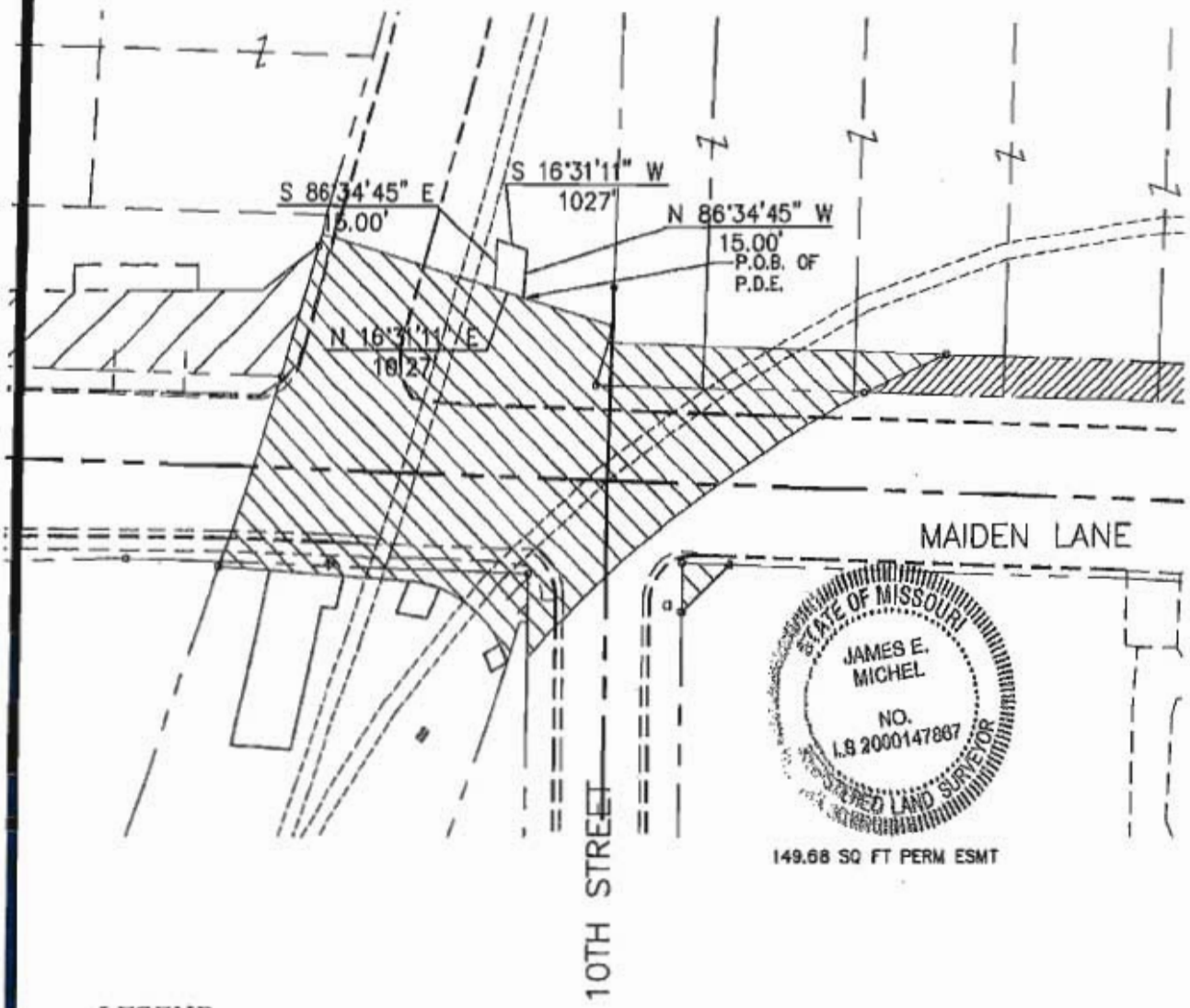
Exhibit D-1 New Right of Way:

All of a tract of land being a part of Lot 482 in Carter's First Addition to Joplin, and described as Commencing at the Southwest corner of Lot 482 of Carter's Addition, thence South 88°14'26" East, along the South line of said Lot 482, 12.98 feet to the Point of Beginning; thence North 11°37'28" East, 28.62 feet; thence South 01°55'25" West, 13.19 feet; thence South 43°09'30" East, 21.18 feet to a point on South line of said Lot 482; thence North 88°14'26" West, 19.82 feet to the Point of Beginning, also all of that tract of land described as being a part of Lots 462 thru 478 in Carter's First Addition to Joplin described as Commencing at the Northwest corner of Lot 462 of Carter's Addition, thence South 01°40'29" West, along the East line of Maiden Lane, 3.69 feet to a point being 25.0 feet south of and perpendicular to the centerline of a railroad spur and being the Point of Beginning; thence parallel with said railroad centerline 29.75 feet along a curve to the right, having a radius of 366.41 feet, a chord distance of 29.74 feet on a bearing of South 23°42'40" East; thence South 01°55'25" West, 776.89 feet; thence South 00°37'09" East, 76.36 feet to a point being 25.0 North of and perpendicular to the centerline of a railroad spur; thence South 11°33'14" West, parallel with said railroad centerline, 72.46 feet to a point on the East line of Maiden Lane and being 14.86 feet North of the Southwest corner of said Lot 478; thence North 01°40'29" East, 951.44 feet to the Point of Beginning.

10,226.01 sq.ft. new right of way

EXHIBIT "C"

EXHIBIT "D-2"



LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

50 0 25 50

(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

SAI	*Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors*	MNA RAILROAD 10TH STREET PERM. DRAINAGE ESMT.

EXHIBIT "C"

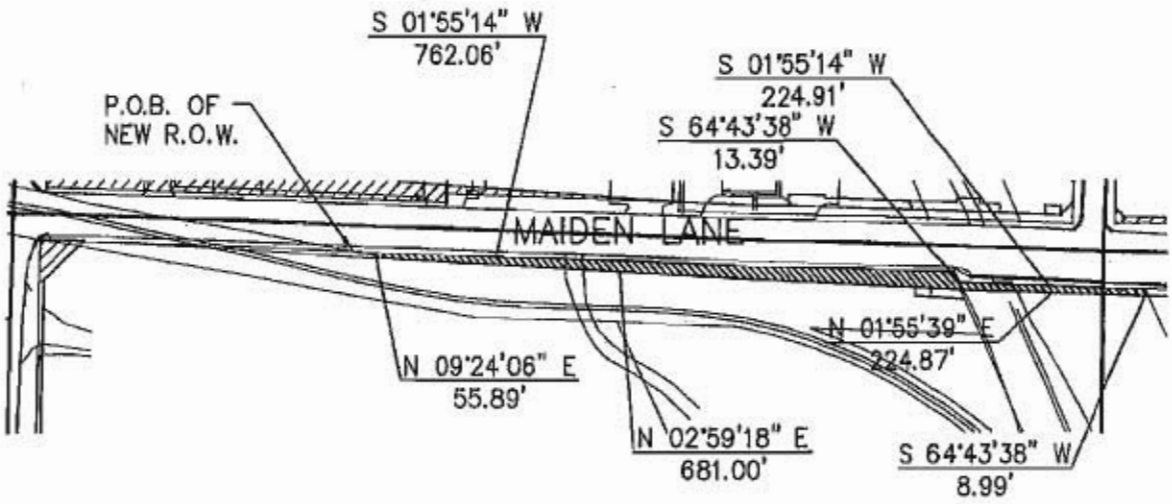
Missouri and North Arkansas Railroad
North of 10th Street – East and West of Maiden Lane

Exhibit D-2 Permanent Drainage Easement:
Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 10, Township 27, Range 33 in Jasper County, Missouri, thence North 01°55'25" East, along the West line of said Quarter-Quarter, 29.24 feet; thence South 88°04'35" East, 55.88 feet to the Point of Beginning; thence North 16°31'11" East, 10.27 feet; thence South 86°34'45" East, 15.00 feet; thence South 16°31'11" West, 10.27 feet; thence North 86°34'45" West, 15.00 feet to the Point of Beginning.

149.68 perm. drain. esmnt.

EXHIBIT "C"

EXHIBIT "E-1"



11193.96 SQ FT ROW

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

MISSOURI & NORTH ARKANSAS RAILROAD
NORTH OF 17TH STREET
WEST OF MAIDEN LANE

LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

200 0 100 200
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

NEW RIGHT OF WAY

SAI | *Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors* | MNA RAILROAD SOUTH OF 13TH STREET

EXHIBIT "C"

Missouri and North Arkansas Railroad
South of 13th St. West of Maiden Lane

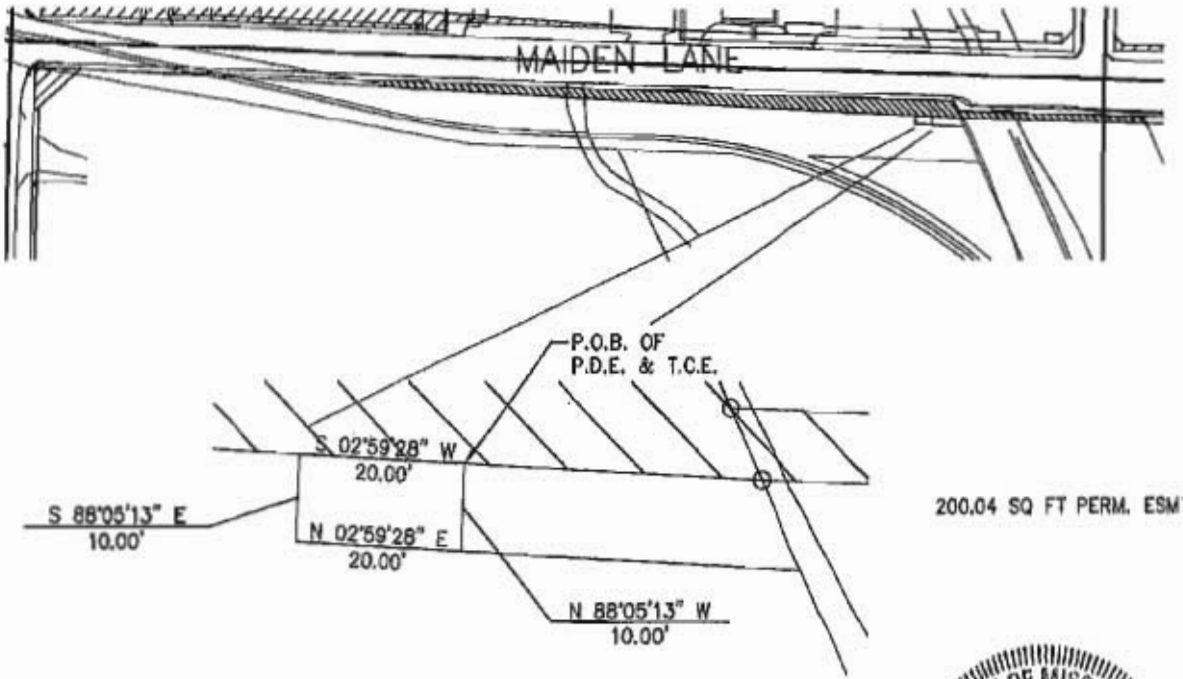
Exhibit E-1 New right of Way:

All of a tract of land being a part of the Southeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as commencing at the Northeast corner of the Southeast Quarter of said Section 9, thence South 01°55'14" West, along the East line of said Southeast Quarter, 414.73 feet; thence North 89°04'46" West, 30.03 feet to the West line of Maiden Lane and being the Point of Beginning; thence South 01°55'14" West, along the West right of way line of Maiden Lane, 726.02 feet; thence South 64°43'38" West, 13.39 feet; thence South 01°55'14" West, 224.91; thence South 64°43'38" West, 8.99 feet; thence North 01°55'39" East, 224.87 feet; thence North 02°59'18" East, 681.00 feet thence North 09°24'06" East, 55.89 feet to the Point of Beginning.

11,193.96 sq.ft. new right of way

EXHIBIT "C"

EXHIBIT "E-2"



200.04 SQ FT PERM. ESMT

MISSOURI & NORTH ARKANSAS RAILROAD
NORTH OF 17TH STREET
WEST OF MAIDEN LANE

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

200 0 100 200
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/11/12

PERMANENT DRAINAGE EASEMENT

SAI	*Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors*	MNA RAILROAD SOUTH OF 13TH STREET

EXHIBIT "C"

Missouri and North Arkansas Railroad
South of 13th St. West of Maiden Lane

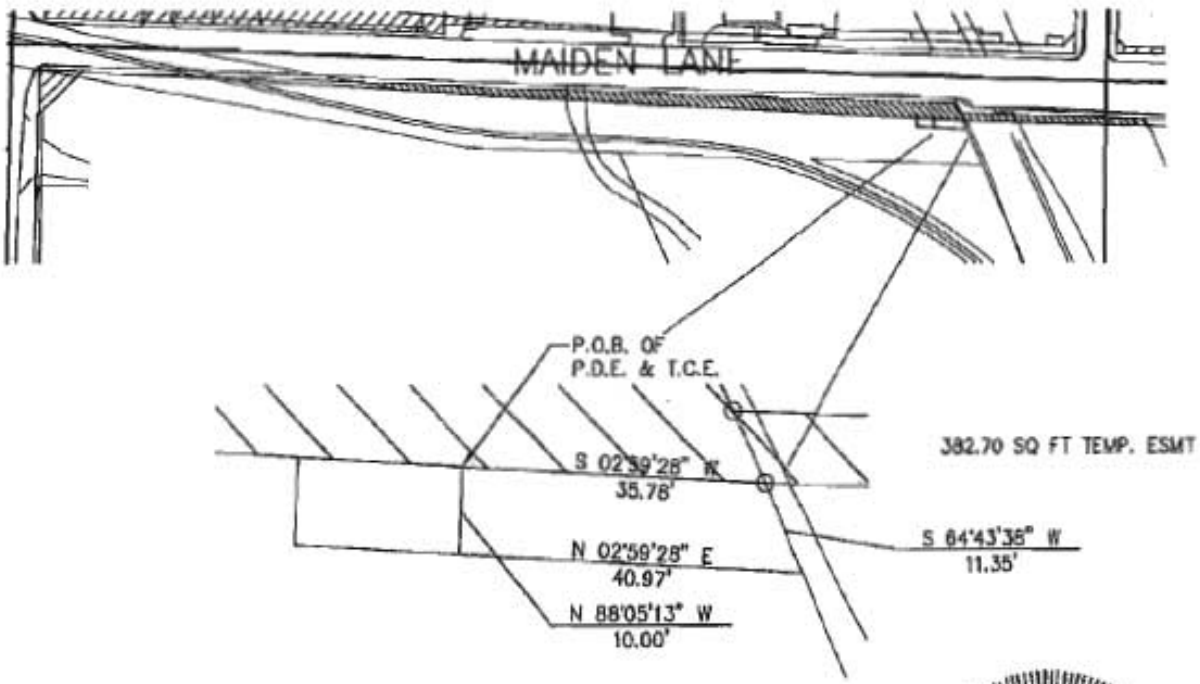
Exhibit E-2 Permanent Drainage Easement:

All of a tract of land being a part of the Southeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 9, thence North 01°55'14" East, 209.45 feet; thence North 88°04'46" West, 49.33 feet to the Point of Beginning; thence North 88°05'13" West, 10.00 feet; thence North 02°59'28" East, 20.00 feet; thence South 88°05'13" East, 10.00 feet; thence South 02°59'28" West, 20.00 feet to the Point of Beginning.

200.04 sq.ft. perm. drainage esmnt.

EXHIBIT "C"

EXHIBIT "E-3"



MISSOURI & NORTH ARKANSAS RAILROAD
NORTH OF 17TH STREET
WEST OF MAIDEN LANE

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

200 0 100 200
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

TEMPORARY CONSTRUCTION EASEMENT

SAI	*Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors*	MNA RAILROAD SOUTH OF 13TH STREET

EXHIBIT "C"

Missouri and North Arkansas Railroad
South of 13th St. West of Maiden Lane

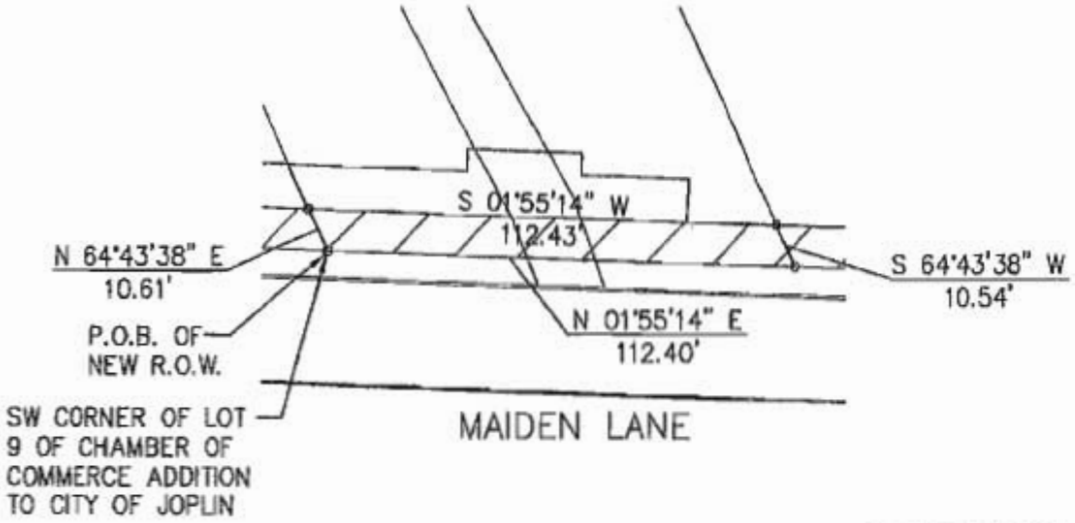
Exhibit E-3 Temporary Construction Easement:

All of a tract of land being a part of the Southeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 9, thence North 01°55'14" East, 209.45 feet; thence North 88°04'46" West, 49.33 feet to the Point of Beginning; thence South 02°59'28" West, 35.78 feet; thence South 64°43'38" West, 11.35 feet; thence North 02°59'28" East, 40.97 feet; thence South 88°05'13" East, 10.00 feet to the Point of Beginning.

382.70 sq.ft. temp. const. esmnt.

EXHIBIT "C"

EXHIBIT "F-1"



1054.55 SQ FT ROW

MISSOURI & NORTH ARKANSAS RAILROAD
NORTH OF 17TH STREET
EAST OF MAIDEN LANE

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

40 0 20 40

(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/12/12

NEW ROAD RIGHT-OF-WAY

SAI | *Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors* | MNA RAILROAD NORTH OF 17TH STREET

EXHIBIT "C"

Missouri and North Arkansas Railroad
Chamber of Commerce Addition
North of 17th Street

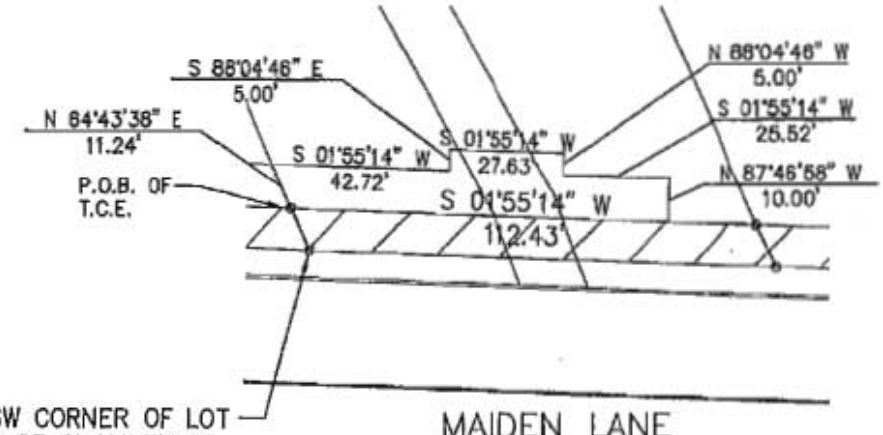
Exhibit F-1 New Right of Way:

A tract of land being a part the Northwest Quarter of the Southwest Quarter of Section 10, Township 27, Range 33 in Jasper county, Missouri and described as Beginning at the Southwest corner of Lot 9 of Chamber of Commerce Addition to the City of Joplin; thence North 64°43'38" East, 10.61 feet; thence South 01°55'14" West, 112.43 feet to the North line of Lot 10 of Chamber of Commerce Addition to the City of Joplin; thence South 64°43'38" West, 10.54 feet; thence North 01°53'25" East, 112.40 feet to the Point of Beginning.

1,054.55 sq.ft. new right of way

EXHIBIT "C"

EXHIBIT "F-2"



1069.92 SQ FT TEMP. ESMT

MISSOURI & NORTH ARKANSAS RAILROAD
NORTH OF 17TH STREET
EAST OF MAIDEN LANE

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147667
REGISTERED LAND SURVEYOR

LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

40 0 20 40
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/11/12

TEMPORARY CONSTRUCTION EASEMENT

SAI	*Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors*	MNA RAILROAD NORTH OF 17TH STREET

EXHIBIT "C"

Missouri and North Arkansas Railroad
Chamber of Commerce Addition
North of 17th Street

Exhibit F-2 Temporary Construction Easement:

A tract of land being a part the Northwest Quarter of the Southwest Quarter of Section 10, Township 27, Range 33 in Jasper county, Missouri and described as commencing at the Southwest corner of Lot 9 of Chamber of Commerce Addition to the City of Joplin; thence North 64°43'38" East, 10.61 feet to the Point of Beginning; thence North 64°43'38" East, 11.24 feet; thence South 01°55'14" West, 42.72 feet; thence South 88°04'46" East, 5.00 feet; thence South 01°55'14" West, 27.63 feet; thence North 88°04'46" West, 5.00 feet; thence South 01°55'14" West, 25.52 feet; thence North 87°46'58" West, 10.00 feet; thence North 01°55'14" East, 90.68 feet to the Point of Beginning.

1,069.92 sq.ft. temp. const. esmnt.

EXHIBIT "C"

COUNCIL BILL NO. 2013-197 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Missouri Northern Arkansas Railroad for Easements for the Maiden Lane Widening Project in the City of Joplin and authorizing the Director of Public Works of the City of Joplin to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement with Missouri Northern Arkansas Railroad for Easements for the Maiden Lane Widening Project in the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

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

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

_____, 2013, by a _____ vote.

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013
Council Bill No. 2013-198

Item: Agreement with Missouri Northern Arkansas Railroad for a Deed of Easements for the Maiden Lane Widening Project

Originating Department: Public Works – Engineering

Attachments: 1) Agreement
2) Council Bill 2013-198

Engineering Department: Jack Schaller JS	Date: 5-13-13
Department Head: David Hertzberg DH	Date: 5/13/13
Finance Department: Leslie Jones LJ	Date: 5-14-13
City Attorney: Brian Head BH	Date: 5-14-13
City Manager: Mark Rohr MR	Date: 5-14-13

Recommended Action: **Approval of Agreement with Missouri Northern Arkansas Railroad for a Deed of Easements for the Maiden Lane Widening Project.**

Background: Maiden Lane from 8th Street to 32nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. There currently exists a public at-grade crossing at Maiden Lane and 13th Street which crossing intersects MNA tracks and right of way.

Discussion: MNA will grant a deed of easement to the City for permanent drainage easements, permanent and temporary construction easements to construct, reconstruct, repair, and maintain portions of a public highway (Maiden Lane) and its appurtenances and facilities, upon, over, and across the following described premises, situated in Jasper County, State of Missouri, being more particularly described as Exhibits A,B, C-1, C-2, C-3, C-4, D-1, D-2, E-1, E-2, E-3, F-1 and F-2, each with a legal description, prepared by Sprenkle & Associates, Inc. and dated December 13, 2012, attached hereto and by the reference made a part hereof. The city will pay Missouri Northern Arkansas $65,000 for the deed easement.

Recommendation: Staff recommends this Council Bill be passed on an Emergency basis.

This instrument prepared by or
Under tbe direction of:
Kenneth G. Charron, Esq.
Missouri & Northern Arkansas Railroad Company, Inc.
c/o 13901 Sutton Park Drive South, Suite 130
Jacksonville, FL 32224

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that MISSOURI & NORTHERN ARKANSAS RAILROAD COMPANY, INC., a Kansas corporation, whose address for purposes of this agreement is 514 N. Orner, Carthage, MO 64836, Grantor, for the true and actual consideration of Sixty-Five Thousand and No/100 Dollars ($65,000.00), does grant to CITY OF JOPLIN, a Municipal Corporation, whose address for purposes of this agreement is 602 S. Main Street, Joplin, MO 64801, Grantee, its successors and assigns;

> Permanent drainage easements, permanent easements and temporary construction easements to construct, reconstruct, repair, and maintain portions of a public highway (Maiden Lane) and its appurtenances and facilities, upon, over, and across the following described premises, situated in Jasper County, State of Missouri, being more particularly described on Exhibits A, B, C-1, C-2, C-3, C-4, D-1, D-2, E-1, E-2, E-3, F-1 and F-2, each with legal description, prepared by Sprenkle & Associates, Inc. and dated December 13, 2012, attached hereto and by the reference made a part hereof.

RESERVING EXCLUSIVELY, however, unto the Grantor, its successors and assigns, the exclusive right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data video, digitized information, or other materials or information, pipelines, utility lines, and facilities including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said highway, and further reserving unto Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards, and further reserving the right and privilege to use said land for any and all purposed not inconsistent with the use thereof for said highway purposes.

The foregoing Easement is made subject to and upon the following express conditions:

1. To existing interests in the above described premises to whomsoever belonging and of what so ever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

2. Any and all cuts and fills, excavations or embankments necessary in the construction maintenance, or future alteration of said highway shall be made and maintained in such manner, form, and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation, or reconstruction of which may be made necessary by reason of the use of said premises for said highway purposes.

4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said highway or said premises.

5. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____, 2013, concerning the Premises (the "C&M Agreement"). The terms of the C&M Agreement are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect. Upon expiration of the C&M Agreement this Easement does not grant to the Grantee any surface rights or rights to enter Grantor's property that is not expressly specified in the legal description of the Easement.

6. If during the construction or subsequent maintenance of said highway, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Grantee shall indemnify, protect and defend the Grantor from any and all liability, claims or demands, if any, which arise as a result of exposure and/or removal of said contaminated soils or materials. Determination of soils contamination and applicable disposal procedures thereof will be made only by an agency having the capacity and authority to make such a determination.

7. Grantee shall and hereby releases and discharges Grantor of and from any and all liability for damage to or destruction of any facility, and any other property of Grantee located at or near Grantor's premises; and hereby releases Grantor from all liability for injury to or death of any and all persons whomsoever, including officers, employees and agents of the parties hereto, or loss of or damage to property to whomsoever belonging, including property owned by, leased to or in the

care, custody, and control of the parties hereto, in any manner arising from or during construction, and reconstruction, use, maintenance repair, or removal of Grantee's facility by Grantee; and does hereby indemnify and save harmless the Grantor of any from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses arising or growing out of or in connection with any negligence of Grantee. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as an indemnification against the sole negligence of the Grantor, its officers, employees or agents.

8. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

9. Grantee or its contractor(s) must determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.

10. Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Easements, or otherwise damage the same in any way.

11. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed, then and in any such event, all the right, title, interest, benefits and enjoyment of Grantee, or to the public, in and to said premises, for any purposes whatsoever, shall immediately cease and the said Grantor, its successors and assigns, may, at its or their opinion, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon said easement area or any part thereof.

12. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interests of others, including the tenants and licensees of the Grantor.

13. This Easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose what so ever subject to the terms and conditions hereinbefore stated.

IT IS UNDERSTOOD AND AGREED that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon City Of Joplin, unless and until accepted and approved by the recording of this document.

IN WITNESS WHEREOF, the said Missouri & Northern Arkansas Railroad Company, Inc. has caused this instrument to be signed by its officer, and the corporate seal affixed on the _____ day of _____, 2013.

MISSOURI & NORTHERNARKANSAS RAILROAD COMPANY, INC.

By: _____

Print Name: _____

Print Title: _____

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

On this the _____ day of _____, 2013, personally appeared _____ _____, who, being sworn stated that he is _____ of Missouri & Northern Arkansas Railroad Company, Inc, a Kansas corporation, and that this instrument was voluntarily signed on behalf of the corporation. Before me:

_____
NOTARY PUBLIC for State of Florida
My commission Expires: _____

Accepted on behalf of City of Joplin:

By:_____

Print Name: _____

Print Title:_____

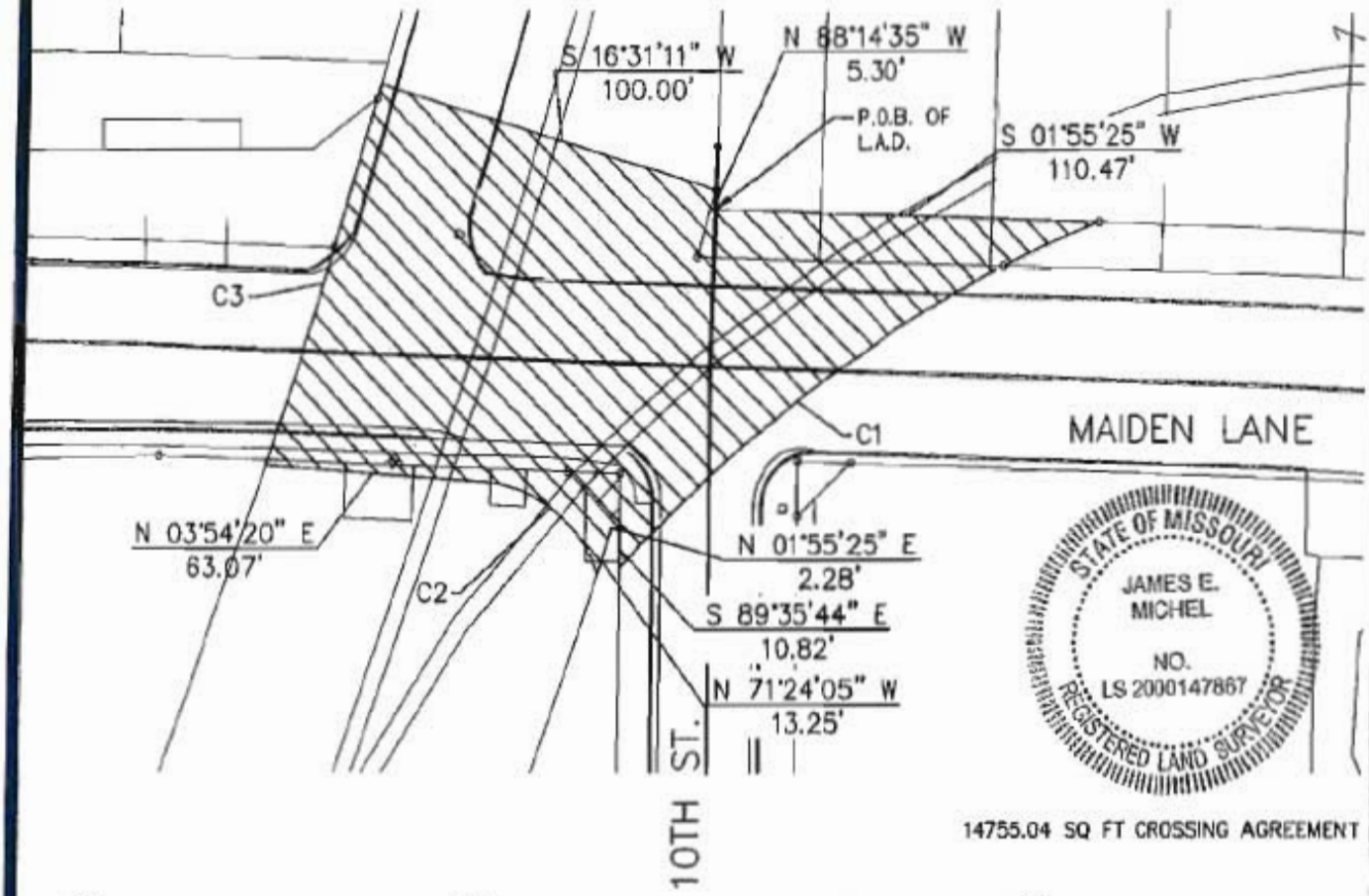
STATE OF MISSOURI)
)
COUNTY OF JASPER)

On this the _____ day of _____, 2013, before me, a Notary Public, personally appeared _____ of CITY OF JOPLIN, a Municipal Corporation, who, being duly sworn, acknowledged that said instrument was accepted on behalf of said body politic. Before me:

_____
NOTARY PUBLIC for State of Missouri
My Commission Expires: _____

Note- base document – CORP – DEL RIO RD EASEMNT.doc

EXHIBIT "A"



14755.04 SQ FT CROSSING AGREEMENT

C1	C2	C3
L = 167.86'	L = 43.31'	L = 109.10'
R = 366.41'	R = 37.50'	R = 2529.72'
LC = 166.40'	LC = 40.97'	LC = 109.09'
BRG = N 34°30'33" W	BRG = N 37°48'51" E	BRG = S 72°13'24" E

MISSOURI & NORTH ARKANSAS RAILROAD
10TH STREET CROSSING AGREEMENT
14,755.04 SQ FT CROSSING AGREEMENT

LEGEND

- ○ *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

50 0 25 50

(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/15/16

SAI | *Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors* | MNA RAILROAD 10TH STREET CROSSING AGREEMENT

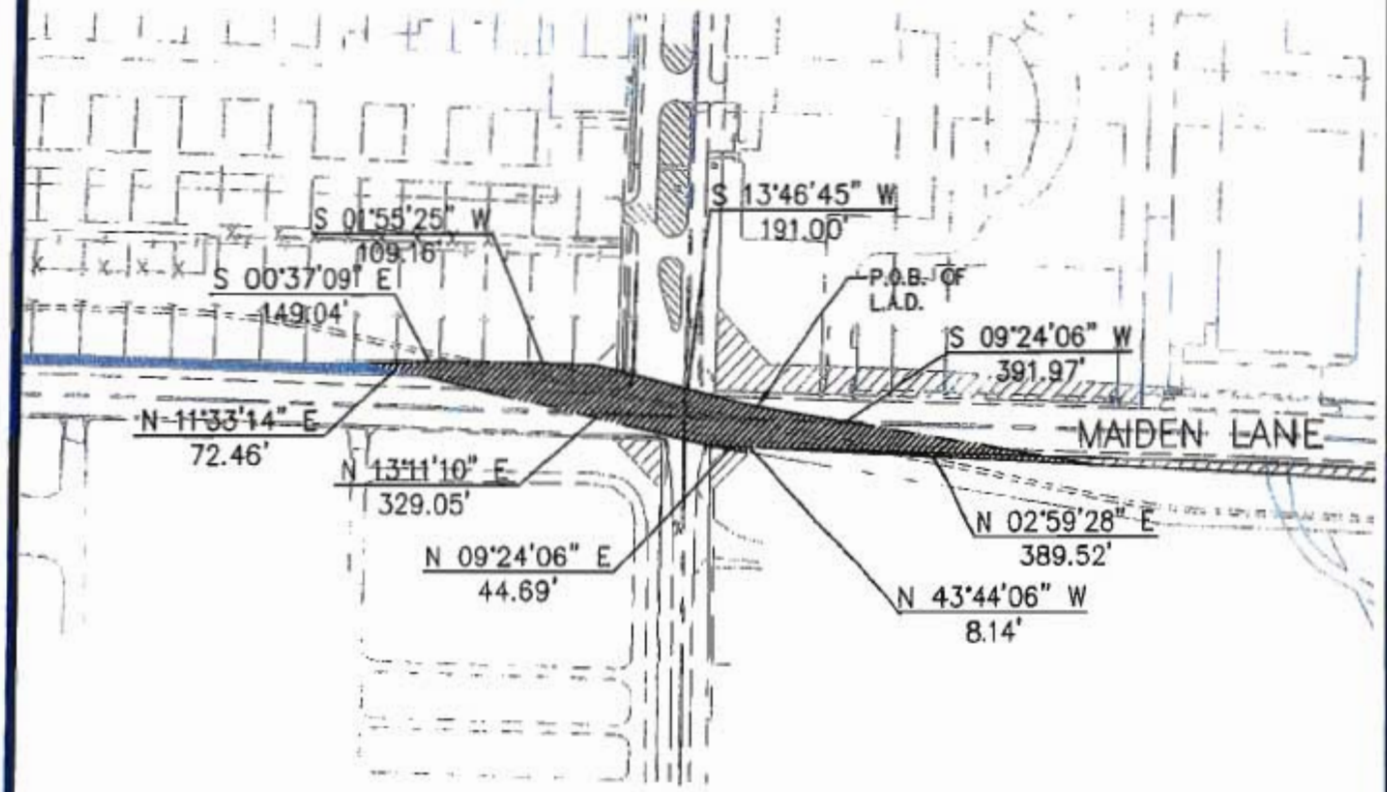
Missouri and North Arkansas Railroad
10th Street Crossing Agreement

Exhibit A Description:

All of a tract of land being a part of the Northwest Quarter of Section 10, Township 27, Range 33 and part of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 10, thence South 88°14'35" East, along the North line of said Southwest Quarter of the Northwest Quarter of said Section 10, 43.00 feet to the Point of Beginning; thence South 01°55'25" West, 110.47 feet to a point being 25.0 feet South and perpendicular to the centerline of a railroad spur line; thence parallel with said centerline 167.86 feet on a curve to the left, having a radius of 366.41 feet, a chord distance of 166.40 feet on a bearing of North 34°30'33" West; thence South 89°35'44" East, 10.82 feet; thence North 01°55'25" East, 2.28 feet; thence North 71°24'05" West, 13.25 feet; thence 43.31 feet along a curve to the left and having a radius of 37.50 feet, a chord distance of 40.97 feet on a bearing of North 37°48'51" East; thence North 03°54'20" East, 63.07 feet to a point being 50.0 feet North and perpendicular to the centerline of a railroad spur line; thence parallel with said centerline 109.10 feet on a curve to the left and having a radius of 2529.72 feet, a chord distance of 109.09 feet on a bearing of South 72°13'24" East; thence South 16°31'11" West, 100.00 feet; thence North 88°14'35" West, 5.30 feet to the Point of Beginning.

14,755.04 sq.ft. Crossing Agreement

EXHIBIT "B"



26132.38 SQ FT CROSSING AGREEMENT

MISSOURI & NORTH ARKANSAS RAILROAD
13TH STREET CROSSING AGREEMENT

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

LEGEND

- IRON PIN

T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*

P.D.E. *PERMANENT DRAINAGE EASEMENT*

R.O.W. *RIGHT-OF-WAY*

200 0 100 200

(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

10/13/12

	Sprenkle & Associates, Inc. *Consulting Engineers & Land Surveyors*	MNA RAILROAD 13TH STREET CROSSING AGREEMENT

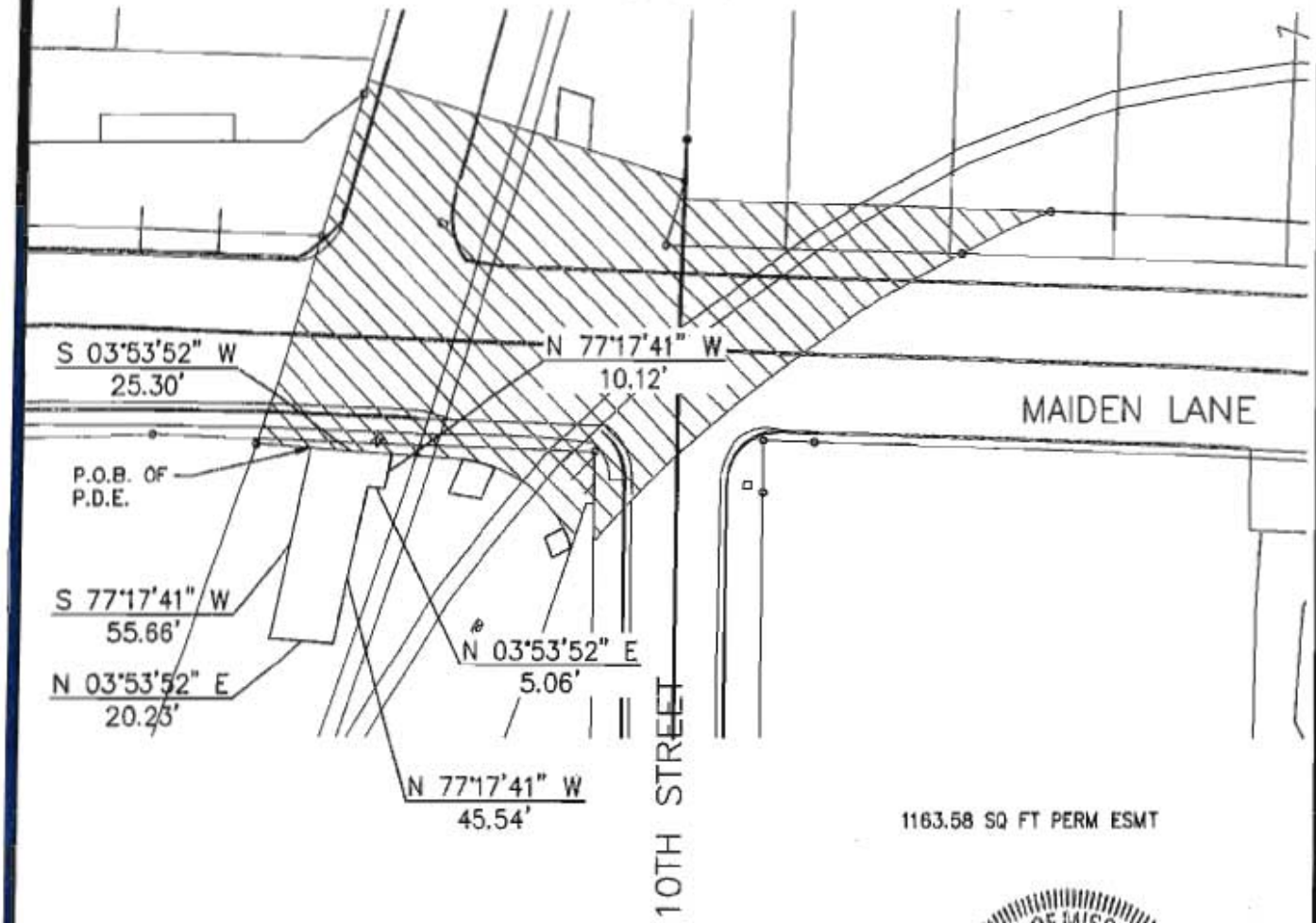
Missouri and North Arkansas Railroad
13th Street Crossing Agreement

Exhibit B Description:

All of a tract of land being a part of the West one-half of Section 10, Township 27, Range 33 and part of the East one-half of Section 9, Township 27, Range 33 in Jasper County, Missouri and described as Commencing at the Northwest comer of the Southwest Quarter of said Section 10, thence South 01°55'14" West, along the West line of said Southwest Quarter of said Section 10, 81.52 feet; thence South 88°04'46" East, 13.76 feet to the Point of Beginning; thence South 09°24'06" West, 391.97 feet; thence North 02°59'28" East, 389.52 feet; thence North 43°44'06" West, 8.14 feet; thence North 09°24'06" East, 44.69 feet; thence North 13°11'10" East, 329.05 feet; thence North 11°33'14" East, 72.46 feet; thence South 00°37'09" East, 149.04 feet; thence South 01°55'25" West, 109.16 feet; thence South 13°46'45" West, 191.00 feet to the Point of Beginning.

26,132.38 sq.ft. Crossing Agreement

EXHIBIT "C-1"



1163.58 SQ FT PERM ESMT

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

LEGEND

- o IRON PIN
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- P.D.E. PERMANENT DRAINAGE EASEMENT
- R.O.W. RIGHT-OF-WAY

50 0 25 50

(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

PERMANENT DRAINAGE EASEMENT

SAI

Sprenkle & Associates, Inc.
Consulting Engineers & Land Surveyors

MNA RAILROAD
NORTH OF 10TH ST. W OF MAIDENLANE

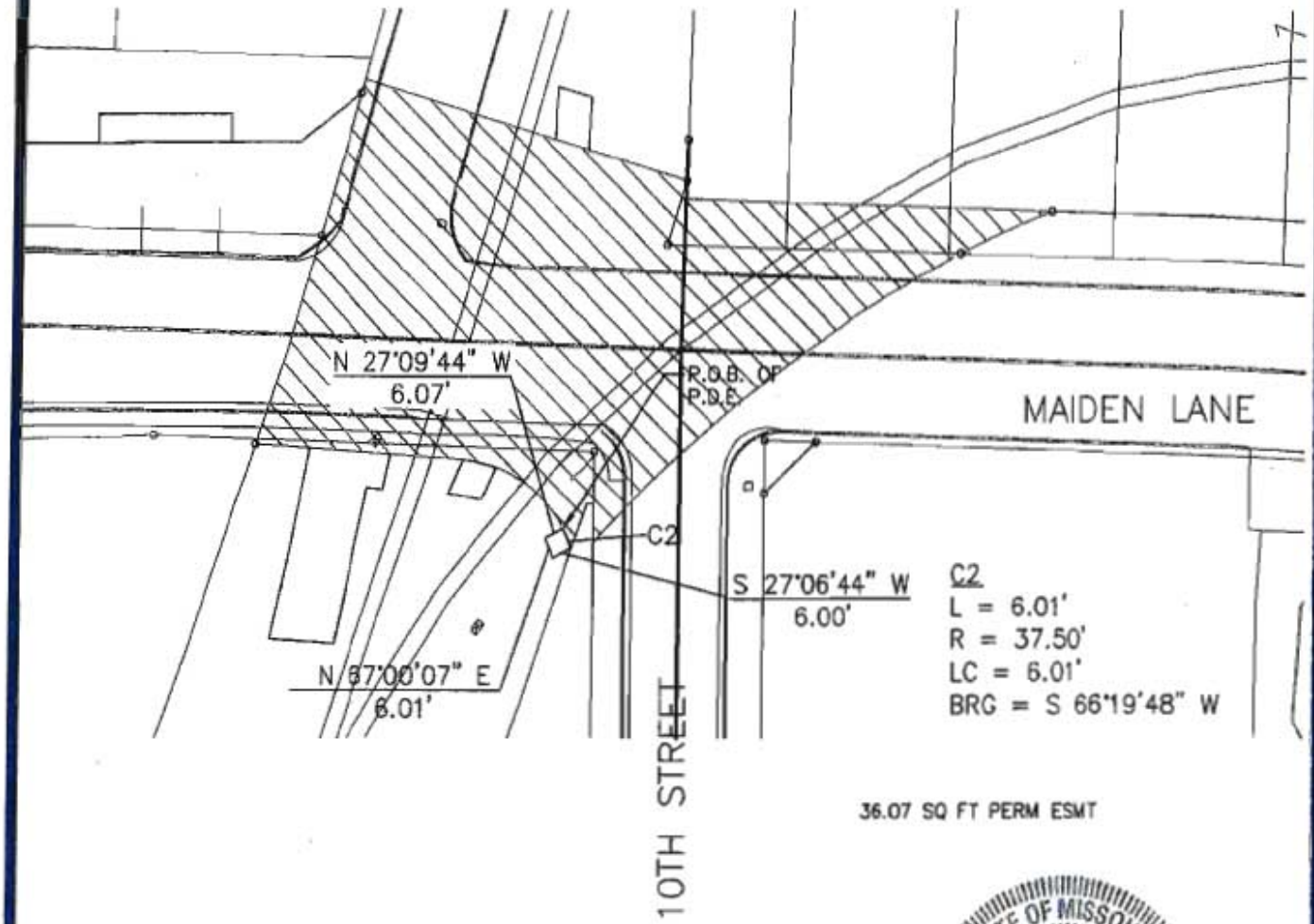
Missouri and North Arkansas Railroad
North of 10th Street – East and West of Maiden Lane

Exhibit C-1 Permanent Drainage Easement:

Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 01°55'25" East, along the East line of said Quarter-Quarter, 109.75 feet; thence North 88°04'35" West, 32.06 feet to the Point of Beginning; thence South 03°53'52" West, 25.30 feet; thence North 77°17'41" West, 10.12 feet; thence North 03°53'52" East, 5.06 feet; thence North 77°17'41" West, 45.54 feet; thence North 03°53'52" East, 20.23 feet; thence South 77°17'41" East, 55.66 feet to the Point of Beginning.

1,163.58 sq.ft. perm. drainage esmnt.

EXHIBIT "C-2"



36.07 SQ FT PERM ESMT

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

50 0 25 50

(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

PERMANENT DRAINAGE EASEMENT

SAI	*Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors*	MNA RAILROAD N. OF 10TH ST. W. OF MAIDENLANE

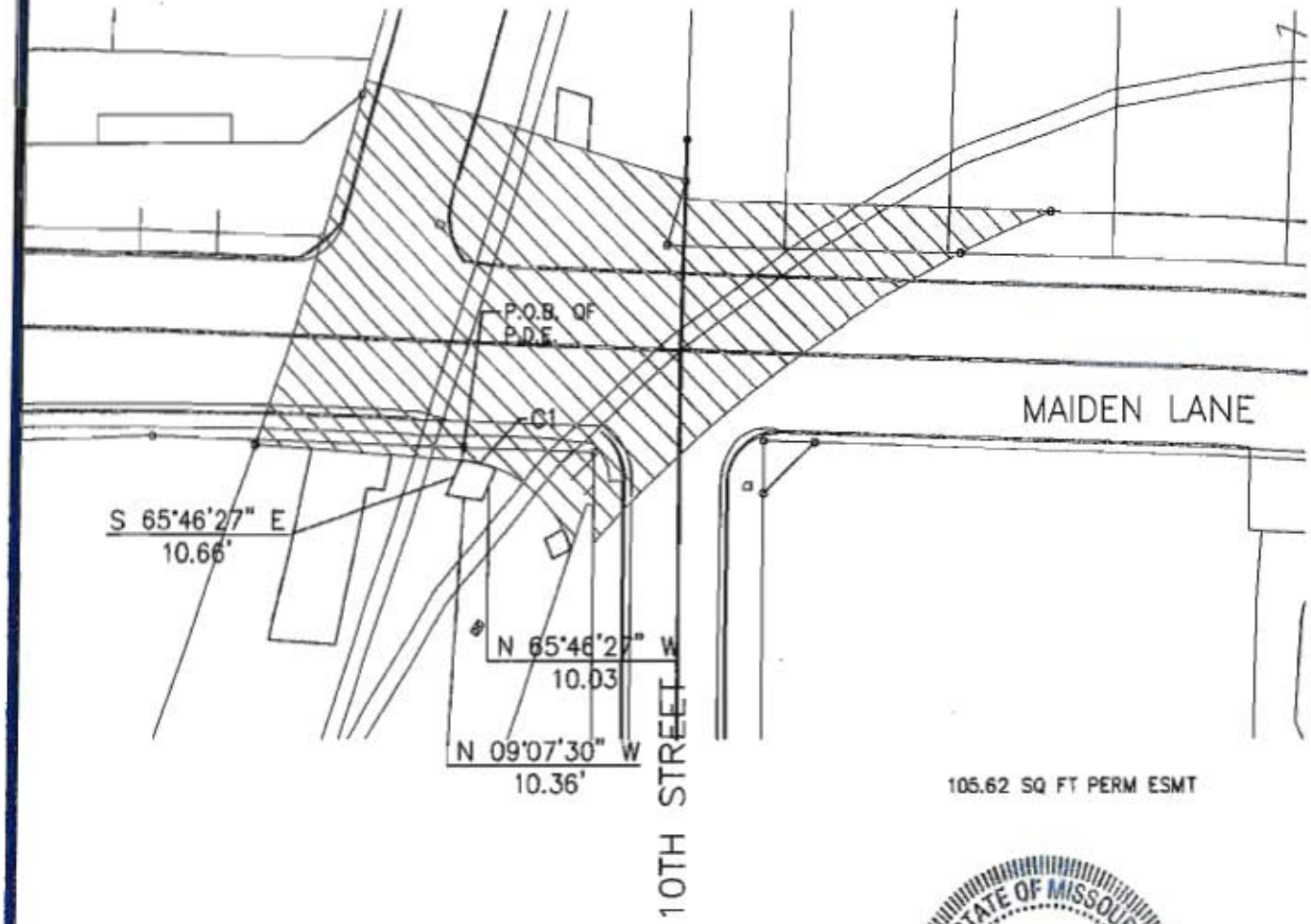
Missouri and North Arkansas Railroad
North of 10th Street – East and West of Maiden Lane

Exhibit C-2 Permanent Drainage Easement:

Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 89°35'44" West, along the South line of said Quarter-Quarter, 56.88 feet; thence North 00°23'52" East, 31.42 feet to the Point of Beginning; thence North 27°09'44" West, 6.07 feet; thence North 67°00'07" East, 6.01 feet; thence South 27°09'44" East, 6.00 feet; thence 6.01 feet along a curve to the right and having a radius of 37.70 feet, a chord distance of 6.01 feet on a bearing of South 66°19'48" West to the Point of Beginning.

36.07 sq.ft. perm. drain. esmnt.

EXHIBIT "C-3"



C1
L = 10.24'
R = 37.70'
LC = 10.21'
BRG = S 12°31'38" W

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147887
REGISTERED LAND SURVEYOR

LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

50 0 25 50
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

PERMANENT DRAINAGE EASEMENT

SAI | *Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors* | **MNA RAILROAD NORTH OF 10TH ST. W OF MAIDENLANE**

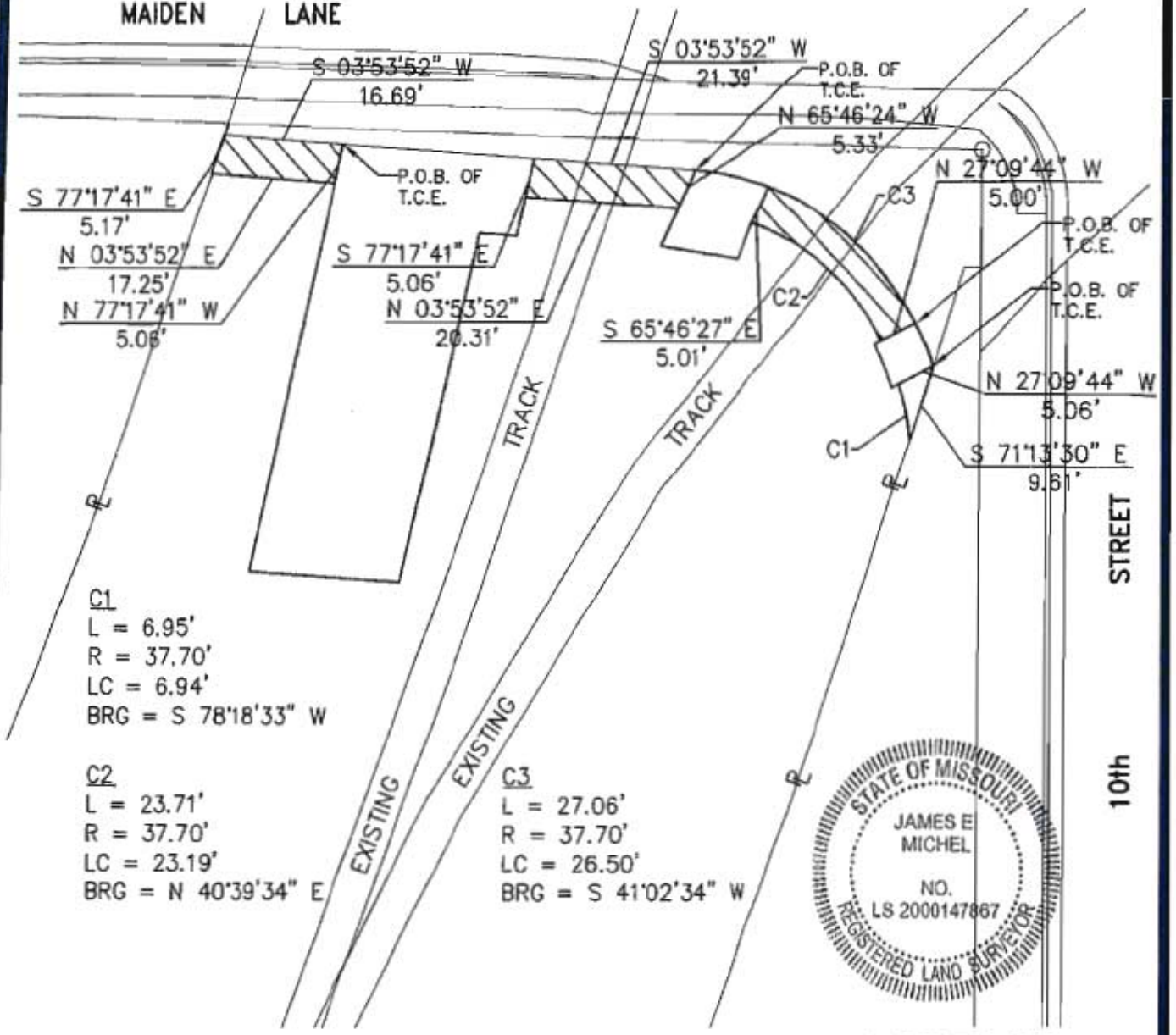
Missouri and North Arkansas Railroad
North of 10th Street – East and West of Maiden Lane

Exhibit C-3 Permanent Drainage Easement:

Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 01°55'25" East, along the East line of said Quarter-Quarter, 63.10 feet; thence North 88°04'35" West, 33.68 feet to the Point of Beginning; thence 10.24 feet along a curve to the right and having a radius of 37.70 feet, a chord distance of 10.21 feet on a bearing of South 12°31'38" West; thence North 65°46'27" West, 10.03 feet; thence North 09°07'30" East, 10.36 feet; thence South 65°46'27" East, 10.66 feet to the Point of Beginning.

105.62 perm. drain. esmnt.

EXHIBIT "C-4"



331.98 SQ FT TEMP. ESMT

LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

50 0 25 50

(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

TEMPORARY CONSTRUCTION EASEMENT

SAI | *Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors* | MNA RAILROAD NORTH OF 10TH ST. W OF MAIDENLANE

Missouri and North Arkansas Railroad
North of 10th Street – East and West of Maiden Lane

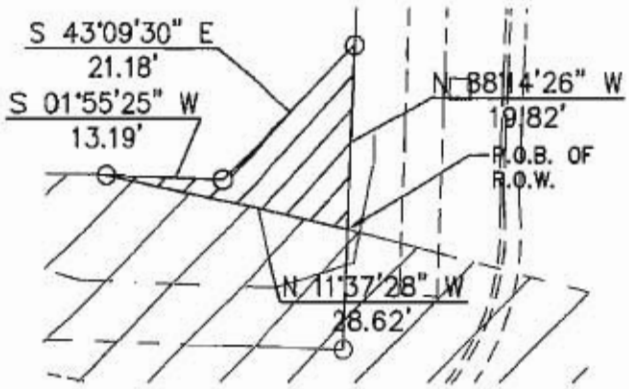
Exhibit C-4 Temporary Construction Easements:

Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 89°35'44" West, along the South line of said Quarter-Quarter, 56.88 feet; thence North 00°23'52" East, 31.42 feet to the Point of Beginning; thence North 27°09'44" West, 5.06 feet; thence 6.95 feet along a curve to the right and having a radius of 37.70 feet, a chord distance of 6.94 feet on a bearing of South 78°18'33" West; thence South 71°13'30" East, 9.61 feet to the Point of Beginning, ALSO commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 89°35'44" West, along the South line of said Quarter-Quarter, 51.39 feet; thence North 00°23'52" East, 33.87 feet to the Point of Beginning; thence North 27°09'44" West, 5.00 feet; thence 23.71 feet along a curve to the left and having a radius of 32.50 feet, a chord distance of 23.19 feet on a bearing of North 40°39'34" East; thence South 65°46'27" East, 5.01 feet; thence 27.06 feet along a curve to the right and having a radius of 37.50 feet, a chord distance of 26.50 feet on a bearing of South 41°02'34" West to the Point of Beginning, ALSO commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 01°55'25" East, along the East line of said Quarter-Quarter, 63.10 feet; thence North 88°04'35" West, 33.68 feet to the Point of Beginning; thence North 65°46'27" West, 5.33 feet; thence North 03°55'52" East, 20.31 feet; thence South 77°17'41" East, 5.06 feet; thence South 03°55'52" West, 21.39 feet to the Point of Beginning, ALSO commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 9, Township 27, Range 33 in Jasper County, Missouri, thence North 01°55'25" East, along the East line of said Quarter-Quarter, 109.75 feet; thence North 88°04'35" West, 32.06 feet to the Point of Beginning; thence North 77°17'41" West, 5.06 feet; thence North 03°53'52" East, 17.25 feet; thence South 77°17'41" East, 5.17 feet; thence South 03°53'52" west, 16.69 feet to the Point of Beginning.

331.98 temp. const. esmnt.

EXHIBIT "D-1"





C1
L = 29.75'
R = 366.41'
LC = 29.75'
BRG = N 23°42'40" E

10226.01 SQ FT ROW

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

MISSOURI & NORTH ARKANSAS RAILROAD
SOUTH OF 10TH STREET, NORTH OF 13TH STREET – EAST SIDE MAIDEN LANE

LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

200 0 100 200
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

SAI | *Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors* | MNA RAILROAD NEW ROAD RIGHT OF WAY

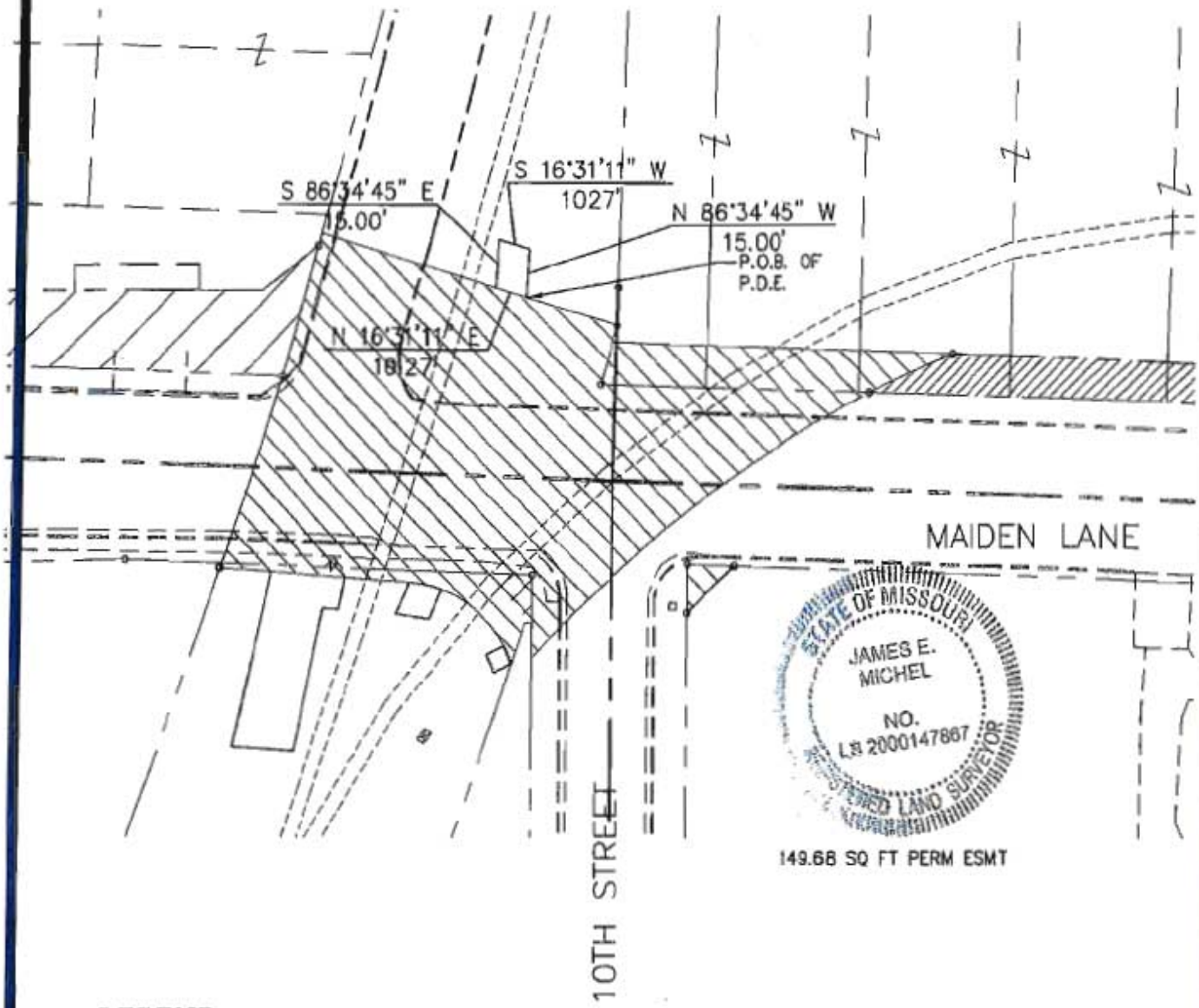
Missouri and North Arkansas Railroad
South of 10th Street, North of 13th Street – East of Maiden Lane

Exhibit D-1 New Right of Way:

All of a tract of land being a part of Lot 482 in Carter's First Addition to Joplin, and described as Commencing at the Southwest corner of Lot 482 of Carter's Addition, thence South 88°14'26" East, along the South line of said Lot 482, 12.98 feet to the Point of Beginning; thence North 11°37'28" East, 28.62 feet; thence South 01°55'25" West, 13.19 feet; thence South 43°09'30" East, 21.18 feet to a point on South line of said Lot 482; thence North 88°14'26" West, 19.82 feet to the Point of Beginning, **also** all of that tract of land described as being a part of Lots 462 thru 478 in Carter's First Addition to Joplin described as Commencing at the Northwest corner of Lot 462 of Carter's Addition, thence South 01°40'29" West, along the East line of Maiden Lane, 3.69 feet to a point being 25.0 feet south of and perpendicular to the centerline of a railroad spur and being the Point of Beginning; thence parallel with said railroad centerline 29.75 feet along a curve to the right, having a radius of 366.41 feet, a chord distance of 29.74 feet on a bearing of South 23°42'40" East; thence South 01°55'25" West, 776.89 feet; thence South 00°37'09" East, 76.36 feet to a point being 25.0 North of and perpendicular to the centerline of a railroad spur; thence South 11°33'14" West, parallel with said railroad centerline, 72.46 feet to a point on the East line of Maiden Lane and being 14.86 feet North of the Southwest corner of said Lot 478; thence North 01°40'29" East, 951.44 feet to the Point of Beginning.

10,226.01 sq.ft. new right of way

EXHIBIT "D-2"



LEGEND

- o *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- P.D.E. *PERMANENT DRAINAGE EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

50 0 25 50

(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/13/12

SAI	Sprenkle & Associates, Inc. Consulting Engineers & Land Surveyors	MNA RAILROAD 10TH STREET PERM. DRAINAGE ESMT.

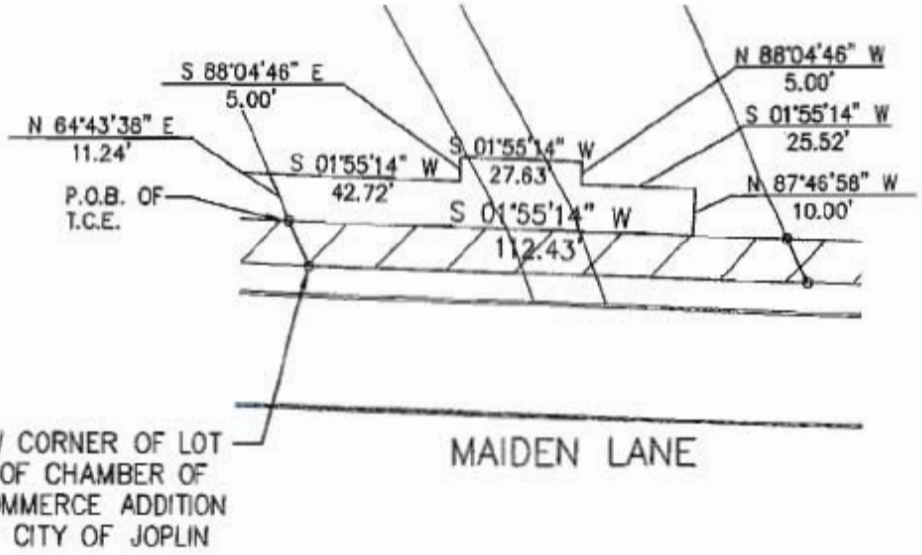
Missouri and North Arkansas Railroad
North of 10th Street – East and West of Maiden Lane

Exhibit D-2 Permanent Drainage Easement:

Commencing at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 10, Township 27, Range 33 in Jasper County, Missouri, thence North 01°55'25" East, along the West line of said Quarter-Quarter, 29.24 feet; thence South 88°04'35" East, 55.88 feet to the Point of Beginning; thence North 16°31'11" East, 10.27 feet; thence South 86°34'45" East, 15.00 feet; thence South 16°31'11" West, 10.27 feet; thence North 86°34'45" West, 15.00 feet to the Point of Beginning.

149.68 perm. drain. esmnt.

EXHIBIT "F-2"



1059.92 SQ FT TEMP. ESMT

MISSOURI & NORTH ARKANSAS RAILROAD
NORTH OF 17TH STREET
EAST OF MAIDEN LANE

STATE OF MISSOURI
JAMES E. MICHEL
NO. LS 2000147867
REGISTERED LAND SURVEYOR

LEGEND

- ○ *IRON PIN*
- T.C.E. *TEMPORARY CONSTRUCTION EASEMENT*
- R.O.W. *RIGHT-OF-WAY*

40 0 20 40
(IN FEET)

SURVEYOR'S CERTIFICATE:

I, JAMES E. MICHEL, HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND THE MISSOURI DNR DIVISION OF GEOLOGY AND LAND SURVEYS.

12/11/12

TEMPORARY CONSTRUCTION EASEMENT

SAI | *Sprenkle & Associates, Inc.* *Consulting Engineers & Land Surveyors* | **MNA RAILROAD NORTH OF 17TH STREET**

Missouri and North Arkansas Railroad
Chamber of Commerce Addition
North of 17th Street

Exhibit F-2 Temporary Construction Easement:

A tract of land being a part the Northwest Quarter of the Southwest Quarter of Section 10, Township 27, Range 33 in Jasper county, Missouri and described as commencing at the Southwest corner of Lot 9 of Chamber of Commerce Addition to the City of Joplin; thence North 64°43'38" East, 10.61 feet to the Point of Beginning; thence North 64°43'38" East, 11.24 feet; thence South 01°55'14" West, 42.72 feet; thence South 88°04'46" East, 5.00 feet; thence South 01°55'14" West, 27.63 feet; thence North 88°04'46" West, 5.00 feet; thence South 01°55'14" West, 25.52 feet; thence North 87°46'58" West, 10.00 feet; thence North 01°55'14" East, 90.68 feet to the Point of Beginning.

1,069.92 sq.ft. temp. const. esmnt.

COUNCIL BILL NO. 2013-198 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an Agreement with Missouri Northern Arkansas Railroad for a Deed Easement for the Maiden Lane Widening Project in the City of Joplin and authorizing the Director of Public Works of the City of Joplin to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an Agreement with Missouri Northern Arkansas Railroad for a Deed Easement for the Maiden Lane Widening Project in the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

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

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

_____, 2013, by a _____ vote.

ATTEST: Melodee Colbert Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013
Council Bill No. 2013-199

Item: Approval an Addendum for the 2012 TIGER Grant Number 8 Agreement with U.S. Department of Transportation Federal Highway Administration.

Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Agreement
2) Council Bill No. 2013-199

Engineering: Jack Schaller JS	Date: 5-13-13
Public Works: David Hertzberg DKH	Date: 5/13/13
Finance Department: Leslie Jones LJ	Date: 5-14-13
City Attorney: Brian Head BH	Date: 5-14-13
City Manager: R. Mark Rohr RMR	Date: 5-14-13

Recommended Action: Approval of an addendum for the 2012 TIGER Grant Number 8 Agreement with the U.S. Department of Transportation Federal Highway Administration on an emergency basis.

Background: The TIGER discretionary Grant program provides state and local public agencies an opportunity to receive federal funds for road and transit projects. The projects identified provide improved capacity and safety, enhance multi-modal transportation and spur economic development in an area that was ravaged by the EF 5 tornado in May 2011.

Discussion: The purpose of the addendum is to and does obligate the remaining FY 2012 TIGER program funds for the Joplin Transportation and Disaster Recovery Initiative and to recognize and accept the revisions to the projects schedule as described in the addendum. The addendum will constitute a formal amendment to the grant agreement.

Recommendation: Staff recommends approval of an addendum with the U.S. Department of Transportation Federal Highway Administration.

ADDENDUM NO. 1

GRANT AGREEMENT UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2012 (Pub. L. 112-055, NOV. 18, 2011), FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT PROGRAM (FY 2012 TIGER DISCRETIONARY GRANTS)

CITY OF JOPLIN, MISSOURI

JOPLIN TRANSPORTATION AND DISASTER RECOVERY INITIATIVE

FHWA FY 2012 TIGER Grant No. 8

SECTION 1. PURPOSE OF ADDENDUM AND AWARD OF ADDITIONAL FUNDS

a) The purpose of this addendum, Addendum No. 1 (the "Addendum") to FHWA FY 2012 TIGER Grant No. 8 ("Grant Agreement"), is intended to and does obligate the remaining FY 2012 TIGER Program Funds for the Joplin Transportation and Disaster Recover Initiative ("Project"), and to recognize and accept the revisions to the Project's schedule.

b) This Addendum will constitute a formal amendment to the Grant Agreement which was executed by the U.S. Department of Transportation, the Federal Highway Administration (the "Government" or "FHWA") and the City of Joplin, Missouri ("Grantee" or "Recipient") (collectively the "Parties). Except as modified, changed and supplemented by this Addendum, all terms and conditions of the original Grant Agreement shall continue in full force and effect.

c) The following sets out the amendments to the referenced sections of the Grant Agreement:

SECTION 2. AMENDED SECTION 1 OF THE GRANT AGREEMENT

Section 1.3.3 of the Grant Agreement is amended and restated in its entirety and will read as follows:

1.3.3 The Option - Phase 1 obligation amount consists of up to FOUR MILLION TWENTY-SIX THOUSAND THREE HUNDRED AND NINETY-TWO DOLLARS ($4,026,392) for Projects 4 and 5 for eligible construction costs reimbursable under Title 23 of the United States Code. The Option - Phase 1 amount may only be obligated for performance only after (A) FHWA approves the Plans, Specifications and Estimates (PS&E) for

Projects 4 and 5, and (B) upon bilateral exercise of the Government, via formal amendment to the Agreement and executed by the Government. Option 1 is hereby exercised.

SECTION 3. AMENDED SECTION 1 OF THE GRANT AGREEMENT

2.2 Project's Schedule Summary (for further information see Attachment B):

Base Phase – Projects 1, 2 and 3

Completion of NEPA:	March 2012
Latest Planned Completion of Final PS&E:	May 2013
Latest Planned Construction Start Date:	July 2013
Latest Planned Construction Substantial Completion Date:	April 2014

Option Phase 1 – Project 4

Completion of NEPA:	March 2012
Planned Completion of Final PS&E:	June 2013
Planned Construction Start Date:	October 2013
Planned Construction Substantial Completion Date:	January 2015

Option Phase 1 – Project 5

Completion of NEPA:	March 2012
Planned Completion of Final PS&E:	June 2013
Planned Construction Start Date:	August 2013
Planned Construction Substantial Completion Date:	November 2013

SECTION 4. AMENDED SECTION 1 OF THE GRANT AGREEMENT

Section 3.1.1 of the Grant Agreement is amended and restated in its entirety and will read as follows:

3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the Pre-project Report for Projects 1, 2, and 3 to the Government by **September 1, 2013**. Grantee shall represent that the data in the Pre-project Report for Projects 1, 2, and 3 is current as of **May 31, 2013**. Grantee shall submit the Pre-project Report for Projects 4 and 5 to the Government by **September 1, 2013**. Grantee shall represent that the data in the Pre-project Report for Projects 4 and 5 is current as of **July 31, 2013**.

SECTION 5. AMENDED SECTION 1 OF THE GRANT AGREEMENT

Section 3.3.3 of the Grant Agreement is amended and restated in its entirety and will read as follows:

3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report for Projects 1, 2 and 3 to the Government by **September 1, 2019** which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report for Projects 1, 2 and 3 is current as of **May 31, 2019.** Grantee shall submit the Project Outcomes Report for Projects 4 and 5 to the Government by **February 1, 2021** which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report for Projects 4 and 5 by **October 31, 2020**

SECTION 6. AMENDED SECTION 5 OF THE GRANT AGREEMENT

Section 5.1.2 of the Grant Agreement is amended and restated in its entirety and will read as follows:

5.1.2 The Grantee fails to begin construction before **August 1, 2013**;

SECTION 7. AMENDED SECTION 5 OF THE GRANT AGREEMENT

Section 5.1.3 of the Grant Agreement is amended and restated in its entirety and will read as follows:

5.1.3 The Grantee fails to begin expenditure of Grant funds by **September 1, 2013**;

SECTION 8. AMENDED ATTACHMENT B OF THE GRANT AGREEMENT

Attachment B of the Grant Agreement is amended and restated in its entirety and will read as follows:

ATTACHMENT B

ESTIMATED PROJECT SCHEDULE

Base Phase

Project 1

Planned Start of Preliminary Engineering:	N/A
Planned End of Preliminary Engineering:	N/A
Actual Start of Right of Way Acquisition:	October 2012
Planned End of Right of Way Acquisition:	August 2013
Actual Start of Final Design:	October 2011
Planned Completion of Final PS&E:	May 2013
Actual Completion of NEPA:	March 2012
Planned Construction Contract Award Date:	July 2013
Planned Construction Start Date:	July 2013
Planned Mobilization Start Date:	July 2013
Planned Mobilization Completion Date:	July 2013
Planned Earthwork and Grading Start Date:	July 2013
Planned Earthwork and Grading Completion Date:	April 2014
Planned Clearing/Grubbing/Removals Start Date:	July 2013
Planned Clearing/Grubbing/Removals Completion Date:	November 2013
Planned Concrete Pavement Repair Start Date:	July 2013
Planned Concrete Pavement Repair Completion Date:	April 2014
Planned Culverts Start Date:	July 2013
Planned Culverts Completion Date:	November 2013
Planned Modular Block Retaining Wall Start Date:	August 2013
Planned Modular Block Retaining Wall Completion Date:	November 2013
Planned Storm Sewer Start Date:	July 2013
Planned Storm Sewer Completion Date:	November 2013

Planned Asphalt Milling Start Date:	August 2013
Planned Asphalt Milling Completion Date:	April 2014
Planned Base and Asphalt Pavement Start Date:	August 2013
Planned Base and Asphalt Pavement Completion Date:	April 2014
Planned Island, Sidewalk, Ramps, etc. Start Date:	August 2013
Planned Island, Sidewalk, Ramps, etc. Completion Date:	April 2014
Planned Hand Rails Start Date:	September 2013
Planned Hand Rails Completion Date:	April 2014
Planned Traffic Control Start Date:	July 2013
Planned Traffic Control Completion Date:	April 2014
Planned Erosion Control Start Date:	July 2013
Planned Erosion Control Completion Date:	April 2014
Planned Seeding/Fertilizing/Mulch Start Date:	September 2013
Planned Seeding/Fertilizing/Mulch Completion Date:	April 2014
Planned Signals and Lighting Start Date:	September 2013
Planned Signals and Lighting Completion Date:	April 2014
Planned 10% Contingency Start Date:	July 2013
Planned 10% Contingency Completion Date:	April 2014
Planned Project Construction Substantial Completion Date:	April 2014
Planned Project Closeout Date:	July 2014

Project 2

Planned Start of Preliminary Engineering:	N/A
Planned End of Preliminary Engineering:	N/A
Actual Start of Right of Way Acquisition:	October 2012
Planned End of Right of Way Acquisition:	July 2013
Actual Start of Final Design:	October 2011
Planned Completion of Final PS&E:	April 2013
Actual Completion of NEPA:	March 2012
Planned Construction Contract Award Date:	May 2013
Planned Construction Start Date:	May 2013
Planned Mobilization Start Date:	May 2013

Planned Mobilization Completion Date:	June 2013
Planned Earthwork and Grading Start Date:	June 2013
Planned Earthwork and Grading Completion Date:	November 2013
Planned Clearing/Grubbing/Removals Start Date:	June 2013
Planned Clearing/Grubbing/Removals Completion Date:	July 2013
Planned Retaining Walls Start Date:	June 2013
Planned Retaining Walls Completion Date:	September 2013
Planned Culverts Start Date:	June 2013
Planned Culverts Completion Date:	September 2013
Planned Storm Sewer Start Date:	June 2013
Planned Storm Sewer Completion Date:	September 2013
Planned Base Start Date:	July 2013
Planned Base Completion Date:	November 2013
Planned Sidewalk, Ramps, etc. Start Date:	June 2013
Planned Sidewalk, Ramps, etc. Completion Date:	November 2013
Planned Asphalt Pavement Start Date:	August 2013
Planned Asphalt Pavement Completion Date:	November 2013
Planned Traffic Control Start Date:	May 2013
Planned Traffic Control Completion Date:	November 2013
Planned Erosion Control Start Date:	June 2013
Planned Erosion Control Completion Date:	November 2013
Planned Seeding/Fertilizing/Mulch Start Date:	September 2013
Planned Seeding/Fertilizing/Mulch Completion Date:	November 2013
Planned 10% Contingency Start Date:	June 2013
Planned 10% Contingency Completion Date:	November 2013
Planned Project Construction Substantial Completion Date:	November 2013
Planned Project Closeout Date:	February 2014

Project 3

Planned Start of Preliminary Engineering:	N/A
Planned End of Preliminary Engineering:	N/A
Actual Start of Right of Way Acquisition:	October 2012
Planned End of Right of Way Acquisition:	July 2013
Actual Start of Final Design:	October 2011
Planned Completion of Final PS&E:	April 2013
Actual Completion of NEPA:	March 2012
Planned Construction Contract Award Date:	May 2013
Planned Construction Start Date:	May 2013
Planned Mobilization Start Date:	May 2013
Planned Mobilization Completion Date:	June 2013
Planned Grading Start Date:	June 2013
Planned Grading Completion Date:	November 2013
Planned Removals Start Date:	June 2013
Planned Removals Completion Date:	July 2013
Planned Drainage Start Date:	June 2013
Planned Drainage Completion Date:	September 2013
Planned Paving Start Date:	July 2013
Planned Paving Completion Date:	November 2013
Planned Traffic Control Start Date:	May 2013
Planned Traffic Control Completion Date:	November 2013
Planned Erosion Control Start Date:	June 2013
Planned Erosion Control Completion Date:	November 2013
Planned Seeding/Fertilizing/Mulch Start Date:	September 2013
Planned Seeding/Fertilizing/Mulch Completion Date:	November 2013
Planned 10% Contingency Start Date:	June 2013
Planned 10% Contingency Completion Date:	November 2013
Planned Project Construction Substantial Completion Date:	November 2013
Planned Project Closeout Date:	February 2014

Option Phase I

Project 4

Planned Start of Preliminary Engineering:	September 2012
Planned End of Preliminary Engineering:	April 2013
Planned Start of Right of Way Acquisition:	October 2012
Planned End of Right of Way Acquisition:	October 2013
Planned Start of Final Design:	September 2012
Planned Completion of Final PS&E:	June 2013
Actual Completion of NEPA:	March 2012
Planned Construction Contract Award Date:	September 2013
Planned Construction Start Date:	October 2013
Planned Mobilization Start Date:	October 2013
Planned Mobilization Completion Date:	October 2013
Planned Clearing/Grubbing/Removals Start Date:	October 2013
Planned Clearing/Grubbing/Removals Completion Date:	October 2013
Planned Embankment (Fill) Start Date:	October 2013
Planned Embankment (Fill) Completion Date:	November 2014
Planned MSE Walls (Bridge Approach Fill) Start Date:	November 2013
Planned MSE Walls (Bridge Approach Fill) Completion Date:	June 2014
Planned Bridge Start Date:	November 2013
Planned Bridge Completion Date:	June 2014
Planned Bridge Approach Slab Start Date:	March 2014
Planned Bridge Approach Slab Completion Date:	July 2014
Planned Sanitary Sewer Mains Start Date:	October 2013
Planned Sanitary Sewer Mains Completion Date:	June 2014
Planned Storm Sewer Start Date:	October 2013
Planned Storm Sewer Completion Date:	June 2014
Planned Water Mains Start Date:	October 2013
Planned Water Mains Completion Date:	June 2014
Planned Concrete Retaining Walls Start Date:	June 2014
Planned Concrete Retaining Walls Completion Date:	November 2014

Planned Removal of At-Grade RR Crossing Start Date:	September 2014
Planned Removal of At-Grade RR Crossing Completion Date:	December 2014
Planned AB-3 Base Start Date:	July 2014
Planned AB-3 Base Completion Date:	November 2014
Planned Asphaltic Concrete Start Date:	July 2014
Planned Asphaltic Concrete Completion Date:	November 2014
Planned Pavement Marking Start Date:	October 2014
Planned Pavement Marking Completion Date:	December 2014
Planned Permanent Signing Start Date:	October 2014
Planned Permanent Signing Completion Date:	January 2015
Planned Seeding Start Date:	September 2014
Planned Seeding Completion Date:	November 2014
Planned Erosion Control Start Date:	October 2013
Planned Erosion Control Completion Date:	December 2014
Planned Traffic Control Start Date:	October 2013
Planned Traffic Control Completion Date:	January 2015
Planned 10% Contingency Start Date:	October 2013
Planned 10% Contingency Completion Date:	January 2015
Planned Project Construction Substantial Completion Date:	January 2015
Planned Project Closeout Date:	April 2015

Project 5

Planned Start of Preliminary Engineering:	April 2013
Planned End of Preliminary Engineering:	May 2013
Planned Start of Right of Way Acquisition:	May 2013
Planned End of Right of Way Acquisition:	August 2013
Planned Start of Final Design:	May 2013
Planned Completion of Final PS&E:	June 2013
Actual Completion of NEPA:	March 2012
Planned Construction Contract Award Date:	August 2013
Planned Construction Start Date:	August 2013
Planned Mobilization Start Date:	August 2013
Planned Mobilization Completion Date:	August 2013

Planned Earthwork and Grading Start Date:	August 2013
Planned Earthwork and Grading Clearing/ Grubbing/Removals Completion Date:	August 2013
Planned Sidewalk and Ramps Start Date:	September 2013
Planned Sidewalk and Ramps Completion Date:	November 2013
Planned Base Start Date:	September 2013
Planned Base Completion Date:	October 2013
Planned Entrances Start Date:	September 2013
Planned Entrances Completion Date:	November 2013
Planned Curb and Gutter Start Date:	September 2013
Planned Curb and Gutter Completion Date:	October 2013
Planned Retaining Walls Start Date:	September 2013
Planned Retaining Walls Completion Date:	October 2013
Planned Railing Start Date:	October 2013
Planned Railing Completion Date:	November 2013
Planned Erosion Control Start Date:	August 2013
Planned Erosion Control Completion Date:	November 2013
Planned Traffic Control Start Date:	August 2013
Planned Traffic Control Completion Date:	November 2013
Planned Seeding/Fertilizer/Mulch Start Date:	September 2013
Planned Seeding/Fertilizer/Mulch Completion Date:	November 2013
Planned 10% Contingency Start Date:	August 2013
Planned 10% Contingency Completion Date:	November 2013
Planned Project Construction Substantial Completion Date:	November 2013
Planned Project Closeout Date:	February 2014

SECTION 9. AMENDED ATTACHMENT B OF THE GRANT AGREEMENT

Attachment D of the Grant Agreement is amended and restated in its entirety and will read as follows:

ATTACHMENT D

PERFORMANCE MEASUREMENT TABLES

Study Area: Projects 1, 2, and 3 - Maiden lane, Schifferdecker Avenue, and 26th Street – Traffic data will be collected on all project Streets in the City of Joplin.

Table 1: Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
Average daily traffic	ADT is defined as the total volume of vehicle traffic on a highway or road segment per day.	Baseline Measurement: Annual average, accurate as of May 31, 2013 Interim Performance Measures: Accurate as of May 31, annually	Baseline Measurement: September 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by September 1, of each year
Average Annual Hourly (or Peak and Off-Peak) Vehicle Travel Time	Travel time measured for traffic measured during peak and off-peak periods for a designated highway or road segment.	Baseline Measurement: Annual average, accurate as of May 31, 2013 Interim Performance Measures: Accurate as of May 31, annually	Baseline Measurement: September 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by September 1, of each year

Study Area: **Project 4 -** 20th Street Railroad Overpass Project – Traffic data will be collected on 20th Street, the location of the new overpass in the City of Joplin.

Table 1: Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
Average Annual Daily Vehicle Delay at Crossings	Delay calculated at the 20th Street at-grade crossing	Baseline Measurement: Annual average, accurate as of July 31, 2013 Interim Performance Measures: Accurate as of July 31, annually	Baseline Measurement: September 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by September 1, of each year
Annual Vehicle Crash Rates by Type/Severity (Safety)	Annual Vehicle Crash Rates by Type and Severity i.e., fatal, injury, and property-damage-only (PDO) crashes. Crash rates are expressed as crashes per million vehicle miles travelled (VMT).	Baseline Measurement: Annual average, accurate as of July 31, 2013 Interim Performance Measures: Accurate as of July 31, annually	Baseline Measurement: September 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by September 1, of each year

Study Area: Project 5 - 20th Street Transit, Pedestrian and Bicycle facilities Project – Traffic data will be collected on 20th Street between Range Line Road and Murphy Boulevard in the City of Joplin.

Table 1: Performance Measurement Table

Measure	Description of Measure	Measurement Period	Reporting Period
Average Daily Bike and Pedestrian Counts	Average daily bicycle and pedestrian counts uses the National Bicycle and Pedestrian Documentation Project (NBPDP) methodology by conducting hourly counts at designated locations Counts will be collected on days specified by the NBPDP.	Baseline Measurement: Annual average, accurate as of July 31, 2013 Interim Performance Measures: Accurate as of July 31, annually	Baseline Measurement: September 1, 2013 Interim Performance Measures: For a period of 5 years after the project completion, reported by September 1, of each year

SECTION 10. EXECUTION OF ADDENDUM

There are four (4) identical counterparts of this Addendum in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute a formal amendment to the Grant Agreement. Except as modified, changed, and supplemented by this Addendum, all terms of the original Grant Agreement shall continue in full force and effect. Upon full execution of this Addendum by the Parties, the effective date will be the date the Government executes this Addendum as set forth below.

EXECUTION BY THE GOVERNMENT

Executed this_____ day of _____, 2013.

_____
Signature of Government's Authorized Representative

_____
Name of Government's Authorized Representative

_____
Title

EXECUTION BY CITY OF JOPLIN

Executed this_____ day of _____, 2013.

_____
Signature of Grantee's Authorized Representative

_____
Name of Grantee's Authorized Representative

_____
Title

EXECUTION BY STATE DEPARTMENT OF TRANSPORTATION

Executed this_____ day of _____, 2013.

_____

Signature of State Department of Transportation Designated Official Representative

_____

Name of State Department of Transportation Designated Official Representative

_____

Title

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By: _____

Title: _____

ATTEST:

_____

Secretary to the Commission

APPROVED AS TO FORM:

_____

Commission Counsel

COUNCIL BILL NO. 2013-199 ORDINANCE NO.

AN ORDINANCE approving an Addendum with the U.S. Department of Transportation Federal Highway Administration for the TIGER Grant No. 8 Agreement and authorizing the City Manager to execute said Addendum and containing an emergency clause;

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

Section 1. That the City enter into an addendum between the City of Joplin and U.S. Department of Transportation Federal Highway Administration for the TIGER Grant No. 8 Agreement.

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

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

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

_____, 2013, by a _____ vote.

ATTEST:

_____
Melodee Colbert Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: June 3, 2013
ITEM: Remediation of Metals Contaminated Soil
ORIGINATING DEPARTMENT: PUBLIC WORKS – ENGINEERING

ATTACHMENTS:
1) Bid Tabulation
2) Council Bill 2013 – 200

ENGINEERING DEPARTMENT:	Jack Schaller	**DATE:**
DEPARTMENT HEAD:	David Hertzberg	**DATE:**
CITY MANAGER:	R. Mark Rohr	**DATE:**
FINANCE:	Leslie Haase	**DATE:**
LEGAL:	Brian W. Head	**DATE:**

INTRODUCTION:

After the tornado of May 22, 2011 it was found that several properties in the City of Joplin contained unacceptable levels of metals contaminated soil. Property owners who are wishing to rebuild in the tornado designated area need to have their properties tested in compliance with City Ordinance Section 26-76, soil testing for lead and cadmium prior to building permit issuance in designated areas. Property owners must have an approved remediation plan on file with the City of Joplin and County Health Department. Certain properties that have been tested to date have shown levels beyond acceptable maximums.

Property owners may apply for yard remediation assistance from the City's EPA grant for remediation of lead and cadmium. Property owners will provide a legal right of entry to perform the services, agreement and accept the performance of the services.

DISCUSSION:

Remediation of unacceptable levels of metals contaminated soil was advertised in the Joplin Globe for one day. Bids were opened on April 16, 2013 with 10 firms bidding. The contractor must perform services in accordance with the Jasper County Environmental Contamination Ordinance guidelines. The bid price is on a per unit price and was calculated based on an average lot size. Camcor Environmental and Big John's Heavy Equipment was awarded the original contract on March 5, 2012 and has done good work. We would recommend them for this contract.

RECOMMENDATION:

Staff recommends approval of an award of contract to Camcor Environmental on a per unit price basis as set forth in the bid proposal.

COUNCIL BILL NO. 2013-200 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Camcor Environmental to provide professional services for the Remediation of Metals Contaminated Soil and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into an agreement between the City of Joplin and Camcor Environmental to provide professional services for the Remediation of Metals Contaminated Soil on a per unit price basis as set forth in the bid proposal, a true and accurate copy of the same being attached hereto and incorporated herein is hereby approved.

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

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

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

_____, 2013, by a _____ vote.

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013
Council Bill No. 2013-201

Item: Missouri Department of Transportation (MoDOT) First Supplemental Funding Agreement for the Zora and Main Interchange Project.

Originating Department: Public Works – Engineering
Attachments: 1) Council Bill No. 2013-201

Engineering Department: Jack Schaller	Date:
Department Head: David Hertzberg	Date:
City Attorney: Brian Head	Date:
Finance Department: Leslie Haase	Date:
City Manager: Mark Rohr	Date:

Recommended Action: Approval of the First Supplemental Funding Agreement with the Missouri Department of Transportation for the Zora and Main Interchange Project.

Background: On September 22, 2009 the Missouri Highways and Transportation Commission and the City of Joplin entered into a Funding Agreement as a public improvements, designated as Project J7S0788, for the construction of an interchange at the existing intersection of Route 43 and Zora Street.

Discussion: The commission and the city now desire to revise the original agreement. The primary purpose of this supplemental agreement is to incorporate funding from the FY2006 Appropriations Bill Earmark Demo ID MO200. The total project cost is currently estimated at ten million seventy thousand seven hundred sixty-five dollars ($10,070,765), not including right of way, right of way incidentals, preliminary engineering, construction engineering and utilities. Funds earmarked for this project was five million eight hundred twenty-one thousand two hundred dollars ($5,821,200). The commission's responsibility will be nine hundred seventy-six thousand dollars ($976,000) and the city's responsibility shall be responsible for all project costs in excess of the earmarked funds. The earmarked funds and commission maximum contribution comes to six million seven hundred ninety-seven thousand two hundred dollars ($6,797,200). The city intends for this financial participation to include the use of its eligible STP-Urban funds, currently estimated at two million eight hundred sixty-four thousand nine hundred forty-two dollars ($2,864,942). City funds are currently estimated at four-hundred eight thousand six hundred twenty-three dollars ($408,623). City costs are less than initial agreement obligation.

Recommendation: It is recommended the council approve the first supplemental funding agreement for the Zora & Main Interchange Project.

COUNCIL BILL NO. 2013-201 **O**RDINANCE NO.

AN ORDINANCE authorizing a First Supplemental Funding Agreement with the Missouri Department of Transportation for the Zora and Main Interchange Project and containing an emergency clause.

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

Section 1. That the City enter into a First Supplemental Funding Agreement with the Missouri Department of Transportation for the Zora and Main Interchange Project, be and the same is hereby approved.

Section 2. That the Director of Public Works of the City of Joplin is authorized to execute this Ordinance. Such documents as may be required to fulfill.

Section 3. That the Council hereby declares that this Ordinance is an emergency within the meaning of Section 2.12 (1) (6) of the Home Rule Charter of the City and that the additional warning devices are necessary for the public safety, and this ordinance involves a public improvement and as such it shall become effective immediately upon its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

_____
Melody Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013
Council Bill No. 2013-202

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

Attachments: 1) Location Map
2) Council Bill No. 2013-202

Engineering Department: Jack Schaller JS	Date: 5/28/13
Department Head: David Hertzberg DH	Date: 5/28/13
Finance Department: Leslie Haase LH	Date: 5-28-13
City Attorney: Brian Head	Date: 5-28-12
City Manager: Mark Rohr MR	Date: 5-28-13

Recommended Action: Purchase of right of way at 22nd and Maiden Lane from Joseph Properties LP, for the Maiden Lane Widening from 9th Street to 30th Street project.

Background: Maiden Lane from 9th Street to 30nd Street is in need of widening from a four-lane road to a five-lane road due to the increase traffic volume over the last several years. This project was listed as priority number 5 and 6 on the previously passed 3/8-cent Transportation Sales Tax. The total estimated cost for this project is $4,300,000 including construction, engineering, surveying and right-of-way acquisition. In order to complete the widening project it is necessary to purchase right of way from the described property located at 22nd and Maiden Lane. This acquisition will be the 69th of 72 parcels.

Discussion: Staff has reached an agreement with Joseph Properties LP for Seventeen Thousand Five Hundred Dollars, ($17,500.00). This is the appraised amount for this acquisition.

Recommendation: Staff recommends approval for payment of $17,500.00 for the purchase of right of way at 22nd and Maiden Lane.

CB2013-202



Date: 5/23/2013

COUNCIL BILL NO. 2013-202 ORDINANCE NO.

AN ORDINANCE approving the purchase of right of way from property at 22nd and Maiden Lane, consisting of part of Lot Numbered One Hundred Ten (110) in Southwest Village Subdivision in the City of Joplin, Jasper County, Missouri; and authorizing the payment of Seventeen Thousand Five Hundred and 00/100 dollars ($17,500.00) and containing an emergency clause.

WHEREAS, Joseph Properties LP, is the legal owner of property at 22nd and Maiden Lane, consisting of part of Lot Numbered One Hundred Ten (110) in Southwest Village Subdivision in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for the Street Widening Improvements on Maiden Lane.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way at 22nd and Maiden Lane, described herein.

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

Section 1. That the City of Joplin approve the purchase of right of way at 22nd and Maiden Lane, consisting of:

New Right of Way:

A tract of land being a part of Lot 110 of Southwest Village Subdivision to the City of Joplin and described as beginning at the Southeast corner of said Lot 110; thence South 88°09'38" West, along the South line of said Lot, 25.05 feet; thence North 46°56'05" East, 21.25 feet; thence North 00°28'49" East, 209.69 feet; thence South 87°58'43" East, 15.18 feet; thence South 01°53'22" West, along the South line of said Lot, 224.59feet to the Point of Beginning.

Section 2. That the City of Joplin authorizes placing $17,500.00, in escrow for the purchase of right of way at 22nd and Maiden Lane. Payment will be made from account #145-4565-520-8105 Project TC0505.

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

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

COUNCIL BILL NO. 2013-202 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013
Council Bill No. 2013-203

Item: Change Order for the Tornado Damaged Signals and Lighting Project

Originating Department: Public Works – Engineering
Attachments: 1) Council Bill No. 2013- 203

Engineering Department: Jack Schaller	Date:
Department Head: David Hertzberg	Date:
City Attorney: Brian Head	Date:
Finance Department: Leslie Haase	Date:
City Manager: Mark Rohr	Date:

Recommended Action: Approval of a change order with the Ewing Signal for the Tornado Damaged Signal and Lighting Project.

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

Discussion:

When putting together the project for SEMA/FEMA reimbursement, we worked closely with both agencies to determine the best way to look at all the components. It was decided that on all of the video detection equipment that the best plan was to see if the units "powered up". If they did so, they would initially be determined to be "ok". Once they were hooked up however, several would not work even though they "powered up". The bulk of this change order is to replace damaged units. The rest is for materials that were inadvertently missed by SEMA/FEMA and the city when putting lists together.

Approximately 50% of the change order is on the 26th and Main intersection.

This change order is reimbursable thru SEMA/FEMA and can be done for no additional cost than what has been reserved for the project.

Recommendation: It is recommended the council approve the change order for the Tornado Damaged Signal and Lighting Project.

COUNCIL BILL NO. 2013- 203 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into a Change Order Agreement with Ewing Signal, for the Tornado Damaged Signal & Lighting in the amount of Two Hundred Thirteen Thousand Nine Hundred Sixty Seven and 55/100 Dollars ($213,967.55) and authorizing the Public Works Director to execute said Agreement; and containing an emergency clause.

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

Section 1. That the City enter into a change order agreement between the City of Joplin and Ewing Signal, for the Tornado Damaged Signal & Lighting in the amount of Two Hundred Thirteen Thousand Nine Hundred Sixty Seven and 55/100 Dollars ($213,967.55).

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

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

Section 4. The fiscal year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 be amended by increasing appropriations by the total amount of Two Hundred Thirteen Thousand Nine Hundred Sixty Seven and 55/100 Cents ($213,967.55) for the purpose of adding additional budget funds for the full purchase price.

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

_____, 2013, by a _____ vote.

_____
Melodee Colbert Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

SECOND & THIRD READING

AMENDED COUNCIL BILL NO. 2013-001 ORDINANCE NO. 2013-107

AN ORDINANCE amending the Joplin City Code of Ordinances by amending Sections 102-1, 102-2, 102-3, 102-4, 102-5, 102-6, 102-7, and 102-8, to allow for curbside recycling in and for the City of Joplin and submitting to the voters of the City of Joplin, Missouri, the proposition of whether or not to institute such curbside recycling in and for the residents of the City at the General Election on Tuesday April 8, 2014.

WHEREAS, recycling has become increasingly popular across the nation; and,

WHEREAS, numerous cities presently provide a curbside recycling service to residents; and,

WHEREAS, City Staff has discussed the possibility of adding recycling to the solid waste management in the City; and,

WHEREAS, the Council wishes to allow voters of the City to determine whether or not to add a curbside recycling program.

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

Section 1. Subject to the approval of a majority of the qualified electors of the City voting thereon at a General Municipal Election to be held in the City on the 8th day of April, 2014, that the Joplin City Code of Ordinances be amended by amending sections 102-1, 102-2, 102-3, 102-4, 102-5, 102-6, 102-7, and 102-8 thereof to read as follows:

"Sec. 102-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved incinerator – means an incinerator which complies with all current regulations of the responsible local and state air pollution control agencies.

Bulky rubbish – means nonputrescible solid wastes consisting of combustible and/or noncombustible waste materials from dwelling units and commercial, industrial, institutional or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded in solid waste transportation vehicles by solid waste collectors with the equipment available therefore

Collection – means removal of solid waste from its place of storage to the transportation vehicle.

Commercial generator – means any person engaged in an enterprise, including multiple housing facilities, and any other nonresidential activity which generates solid waste.

Compost – means the biodegradable end production from the processing of yard waste.

Curbside recycling – means approved recyclable materials picked up at the curb or alley.

Demolition and construction waste – means waste materials from the construction or destruction of residential, industrial or commercial structures.

Director – means the Director of Public Works of the City or his authorized

representative.

Disposable solid waste containers – means disposable biodegradable plastic or uncoated paper sacks specifically designed for storage of solid waste.

Dwelling unit – means any room or group of rooms located within a structure and forming a single habitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating.

Electronic waste – means electronic products that were used for data processing, telecommunications, or entertainment that are now considered obsolete, broken, or irreparable.

Garbage – means putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food.

Hazardous waste – includes but not is limited to pathological waste, infectious waste, explosive waste, pesticides, pesticide containers, and toxic or radioactive materials.

Multiple housing facility – means a housing facility containing more than one dwelling unit under one roof.

Occupant – means any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant. *Processing* – means incinerating, composting, baling, shredding, salvaging, compacting and other processes whereby solid waste characteristics are modified or solid waste quantity is reduced.

Recyclable material – means post-consumer household waste and post-consumer and pre-consumer commercial waste as determined and published by the Director, not including yard waste.

Recyclable material collector – means a person whose primary business is collecting recyclable material within the corporate limits of the city and transporting the materials to be recycled.

Recycling – means the separation and reuse of material which might otherwise be disposed of as solid waste.

Refuse – means solid waste.

Solid waste – means unwanted or discarded waste materials in a solid or semisolid state, including but not limited to putrescible and nonputrescible garbage, ashes, street refuse, rubbish, dead animals, animal or agricultural wastes, yard wastes, discarded appliances, special wastes, industrial wastes, and demolition and construction wastes. Solid waste under this definition shall clearly exclude recyclable material.

(1) *Commercial solid waste* – means solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment.

(2) *Residential solid waste* – means solid waste resulting from the maintenance and operation of dwelling units.

Solid waste collector – means a person who has satisfied the permit requirements of this chapter in order to collect, transport and dispose of solid waste.

Solid waste container – means a receptacle used by any person to store solid waste during the interval between solid waste collections.

Solid waste disposal – means the process of discarding or getting rid of unwanted material, in particular, the final deposition of solid waste by man.

Solid waste management – means the entire solid waste system of storage, collection, transportation, processing and disposal.

Storage – means keeping, maintaining or storing solid waste from the time of its production until the time of its collection.

Transportation – means the transporting of solid waste from the place of collection or

processing to a solid waste processing facility or solid waste disposal area.

White goods – means household appliances, including but not limited to dishwashers, washers, dryers and refrigerators.

Yard waste – means grass clippings, leaves, and tree, shrub and brush trimmings.

(Ord. No. 2007-214, § 1, 10-15-07)

Sec. 102-2. Penalties.

Any person violating any provision of this chapter or any rules and regulations promulgated pursuant thereto, upon conviction, shall be punished as provided in section 1-5; provided, however, that any person violating section 102-4(1) or 102-4(4) shall be fined not less than $500.00. If a solid waste or recyclable material collector shall be found to have violated any of the provisions of this chapter or rules and regulations promulgated pursuant thereto, his permit may be suspended or revoked as provided in this chapter.

Sec. 102-3. Authority to prescribe additional rules and regulations.

(a) The Director shall make, amend, revoke and enforce reasonable and necessary rules and regulations governing, but not limited to, the following:

(1) Preparation, drainage and wrapping of garbage deposited in solid waste containers.

(2) Specifications for solid waste and recyclable materials containers, including the type, composition, equipment, size and shape thereof.

(3) Identification of solid waste and recyclable materials containers and of the covers thereof and of equipment thereto appertaining, if any.

(4) Weight limitations on the combined weight of solid waste and recyclable materials containers and the contents thereof, and weight and size limitations on bundles of solid waste too large for solid waste containers.

(5) Storage of solid waste and recyclable materials in solid waste and recyclable materials containers.

(6) Sanitation, maintenance and replacement of solid waste and recyclable materials containers.

(7) Schedules of and routes for collection and transportation of solid waste and curbside recycling.

(8) Collection points of solid waste containers.

(9) Collection, transportation, processing and disposal of solid waste.

(10) Processing facilities.

(11) Disposal facilities.

(12) Records of quantity and type of wastes and recyclable materials received at processing and/or disposal facilities.

(13) Handling of special wastes such as toxic wastes, sludges, ashes, agriculture, construction, bulky items, tires, automobiles, oil, greases, etc.

(b) A copy of any and all rules and regulations made and promulgated under the provisions of this section shall be filed in the office of the City Clerk.

Sec. 102-4. Prohibited acts.

It shall be unlawful for any person to:

(1) Deposit solid waste or recyclable materials in any solid waste or recyclable materials container other than his/her own without the written consent of the owner of such container.

(2) Interfere in any manner with solid waste and recyclable materials collection and transportation equipment or with solid waste and recyclable materials collectors in the lawful performance of their duties as such.

(3) Burn solid waste unless an approved incinerator is provided or unless a variance has been obtained from the appropriate air pollution control agency.

(4) Dispose of solid waste at any facility or location which is not approved by the state department of natural resources, or other appropriate state licensing or regulatory agency if such facility is located in a state other than Missouri.

(5) Engage in the business of collecting, transporting, processing or disposing of solid waste and/or collecting and transporting recyclable material within the corporate limits of the city without a permit from the city, or operate under an expired permit, or operate after a permit has been suspended or revoked.

(6) Remove any material from another person's solid waste or recyclable materials receptacle, unless such individual is licensed by the city and under contract to such person to remove such material.

(7) Place, leave, dump or permit to accumulate any solid waste in any building or on any premises, improved or vacant, or on any open lot, alley or public right-of-way in the city unless the solid waste is properly deposited and stored in a solid waste container. Any person convicted of violating this subsection (7) shall be fined not less than $100.00 for the first offense. Any person convicted of violating this subsection (7) for a second or subsequent offense within three (3) years of a prior conviction shall be fined not less than $500.00 for each such subsequent conviction.

(8) Failure to remove the solid waste or recyclable materials container from the curbside to the residential premises within twelve (12) hours of the day of collection.

Sec. 102-5. Storage.

(a) Adequate containers required. The occupant of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the corporate limits of the city shall provide sufficient and adequate containers for the storage of all solid waste and recyclable materials except bulky rubbish and demolition and construction waste to serve each such dwelling unit and/or establishment, and maintain such solid waste and recyclable materials containers at all times in good repair.

(b) Placement of waste in containers. The occupant of every dwelling unit and of every institutional, commercial, industrial, agricultural or business establishment shall place all solid waste and recyclable materials to be collected in proper solid waste and recyclable materials containers, except as otherwise provided in this chapter, and shall maintain such solid waste containers and the area surrounding them in a clean, neat and sanitary condition at all times.

(c) Containers for residential waste and curbside recycling. Residential solid waste shall be stored in containers of not more than 90 gallon capacity. Where wastes attract vectors, containers shall be leakproof, waterproof and fitted with a flytight lid and shall be properly covered at all times except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails or other suitable lifting devices or features. Containers shall be of a type originally manufactured for residential solid waste, with tapered sides for easy emptying. They shall be of light weight and sturdy construction. The weight of any individual

container and contents shall not exceed 50 pounds. Galvanized metal containers, or rubber, fiberglass or plastic containers which do not become brittle in cold weather, may be used. Disposable solid waste containers with suitable frames or containers as approved by the Director may also be used for storage of residential solid waste. Containers for residential recyclable materials or "curbside recycling" shall be issued by the City or its franchised contractor and be of a size and type as determined by the City.

(d) Containers for commercial waste. Commercial solid waste shall be stored in solid waste containers as approved by the Director. The containers shall be waterproof and leakproof and shall be covered at all times except when depositing waste therein or removing the contents thereof, and shall meet all requirements as set forth by section 102-3.

(e) Tree limbs and brush. Tree limbs less than four inches in diameter and brush shall be securely tied in bundles not larger than 48 inches long and 18 inches in diameter when not placed in storage containers. The weight of any individual bundle shall not exceed 50 pounds.

(f) Yard waste. Yard waste shall be stored in containers so constructed and maintained as to prevent the disposal of wastes placed therein upon the premises served, upon adjacent premises, or upon adjacent public rights-of-way. The weight of any individual container and contents shall not exceed 50 pounds.

(g) Unapproved containers. Solid waste containers which are not approved will be collected together with their contents and disposed of.

(h) Multifamily dwellings. The owners of all multifamily dwellings, excluding duplexes, shall contract with a permitted solid waste collector for a dumpster, or a substitute container approved by the Director of Public Works, to be placed on the site for disposal of tenants' solid waste. Any such dumpster required pursuant to this subsection must be screened on three sides, and placed on a concrete pad of sufficient strength to hold the weight of a fully loaded dumpster. The owner of such premises shall keep such solid waste containers and the area surrounding them in a clean, neat and sanitary condition at all times.

Sec. 102-6. Collection.

(a) Contract for collection service. The occupant of every dwelling unit and every institutional, commercial, industrial, agricultural or business establishment in the city shall contract or otherwise agree with a solid waste collector to collect all solid waste generated thereby, except as provided in subsection (b) of this section.

(b) Nonresidential facilities. Each nonresidential facility shall provide for the proper collection of solid waste, and that service shall be maintained by either the owner with vehicles as required by section 102-7(a), or by contract with a private hauler that is licensed by the city.

(c) Collection regulations. All solid waste generated from premises in the city shall be collected by the solid waste collector subject to the rules and regulations of the Director, or subject to such rules and regulations of the solid waste collector as approved by the Director. All solid waste and recyclable materials shall, upon being placed at the curb or other area of collection, become the property of the solid waste or recyclable materials collector.

(d) Placement for collection. Tree limbs and yard waste, as described in sections 102-5(e) and 102-5(f) respectively, shall be placed at the curb or alley for collection. Solid waste and recyclable materials containers as required by this chapter for the storage of other residential solid waste shall be placed at the curb or alley for collection. Any solid waste and recyclable materials containers, tree limbs, yard waste or other solid waste permitted by this chapter to be placed at the curb or alley for collection shall not be so placed until the regularly scheduled collection day or the evening before.

(e) Bulky rubbish and white goods. Bulky rubbish and white goods shall be collected by request to the solid waste collector, who shall establish the procedures for collecting bulky rubbish and white goods, subject to the approval of the Director.

(f) Entry on private property by collectors. Solid waste and recyclable materials collectors are hereby authorized to enter upon private property of their contracting solid waste and recyclable materials generator for the purpose of collecting solid waste and recyclable materials therefrom as required by this chapter. Solid waste and recyclable materials collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste and recyclable materials without written authorization. Commercial solid waste and recyclable materials may be removed from within commercial establishments upon written request and approval of the owner.

(g) Collection frequencies. The following collection frequencies shall apply to collections of solid waste within the city: All residential solid waste, other than bulky rubbish, shall be collected at least once every seven days. At least 48 hours shall intervene between collections. All commercial solid waste shall be collected at least once every seven days, and shall be collected at such lesser intervals as may be fixed by the Director. All residential recyclable materials shall be collected on a schedule agreed upon by the City and its franchised contractor, or as determined by the Public Works Director.

(h) Storage of containers. Residential solid waste and recyclable materials containers shall be stored upon the residential premises. Commercial solid waste and recyclable materials containers shall be stored upon private property, unless the owner shall have been granted written permission from the city to use public property for such purposes. The storage site shall be well drained and fully accessible to collection equipment, public health personnel and fire inspection personnel.

(i) Duty of collectors to clean up spilled waste. All solid waste and recyclable materials collectors shall be responsible for the collection of solid waste and recyclable materials from the point of collection to disposal of the solid waste and recyclable materials at the collection facility or disposal area, provided solid waste and recyclable materials was stored in compliance with section 102-5(c), (d), (e) and (f). Any spillage or blowing litter caused as a result of the duties of the solid waste and recyclable materials collector shall be collected and placed in the transportation vehicle by the solid waste and recyclable materials collector.

(j) Rented residential property. All written and oral residential rental real property leases which shall be in effect July 1, 1993, or thereafter shall provide that the owner of the real property shall contract with a solid waste collector licensed pursuant to the provisions of this chapter for the disposal of all solid waste.

Sec. 102-7. Transportation.

(a) Generally. All transportation vehicles shall be maintained in a safe, clean and sanitary condition, and shall be so constructed, maintained and operated as to prevent spillage of solid waste therefrom. All vehicles to be used for transportation of solid waste shall be constructed with watertight bodies and with covers which shall be a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle, which shall be secured whenever the vehicle is transporting solid waste, or as an alternate, the entire bodies thereof shall be enclosed, with only loading hoppers exposed. No solid waste shall be transported in the loading hoppers. All vehicles to be used to transport recyclable materials shall be constructed in such a way as to prevent any of the transported material from being released from the vehicle, by means of full enclosure of the recyclable materials or a separate cover of suitable material with fasteners designed to secure all sides of the cover, which shall be secured whenever the vehicle is transporting recyclable materials that have the potential of being released from the vehicle during transit, as determined by the public works Director.

(b) Material from grading or excavation activities. Permits shall not be required for the removal, hauling or disposal of earth and rock material from grading or excavation activities; however, all such material shall be conveyed in watertight vehicles, trucks or receptacles so constructed and maintained that none of the material being transported shall spill upon the public rights-of-way.

(c) Demolition or construction wastes. Transportation and disposal of demolition and construction wastes shall be in accordance with section 102-8 and article III of this chapter.

Section 2. If approved by voters, the existing solid waste contract between the City and Republic Services, Inc. will be extended for five (5) additional years and recyclables shall be picked up bi-weekly. The initial cost for curbside recycling for all residential properties within the city shall be determined and published by the City Clerk not less than sixty (60) days prior to the election. The cost so published shall be the rate for the recycling program for a period of one (1) year. Thereafter the Council of the City of Joplin may continue such curbside recycling upon the terms required by the then prevailing market conditions in the discretion of the Council.

Section 3. That there be submitted to the qualified electors of the City of Joplin, Missouri, at the General Election to be held in said City on the 8th day of April, 2014, the following question concerning whether the City of Joplin shall institute a residential curbside recycling program:

> "SHALL THE CITY OF JOPLIN, MISSOURI, INSTITUTE A RESIDENTIAL CURBSIDE RECYCLING PROGRAM AS PROVIDED IN ORDINANCE NUMBER 2013-107 PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI ON THE 20th DAY OF MAY, 2013?"

Section 4. The election called for by this Ordinance shall be governed in all things by the provisions of the statutes of Missouri and the Charter and Ordinances of the City, relating to elections in the City insofar as the same are applicable and not in contravention with the particular provisions of this Ordinance; that said election shall be held at the respective voting districts of the City as set out in a notice to be published by the County Clerks of Newton and

Jasper County, Missouri, according to law and said notice shall include the questions to be submitted as set forth herein, to be published by the County Clerks of Newton and Jasper Counties, in papers of general circulation in Newton and Jasper Counties, Missouri, the publications of which to occur in accordance with Missouri law.

Section 5. The City Clerk shall prepare and execute the form of the notice of said election and shall transmit the same to the County Clerks of Newton and Jasper Counties not later than January 28, 2014, and shall cause the certification of said election by the County Clerks of Newton and Jasper Counties and request that each of them conduct said election as required by law.

Section 6. The Official Ballot shall be in the following form:

. . . . . .

OFFICIAL BALLOT

Election - Tuesday, April 8, 2014

PROPOSITION "A"

"SHALL THE CITY OF JOPLIN, MISSOURI, INSTITUTE A RESIDENTIAL CURBSIDE RECYCLING PROGRAM AS PROVIDED IN ORDINANCE NUMBER 2013-107 PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI ON THE 20th DAY OF MAY, 2013?"

Yes. ← —

No. ← —

Instructions to Voters

TO vote IN FAVOR OF the proposition, complete the arrow next to the word "YES".

TO vote AGAINST the proposition, complete the arrow next to the word "NO".

Section 7. The City Clerk shall canvas the results of the election as verified by the Newton and Jasper County Clerks and report the same to the Council at the next scheduled Council meeting following the election.

Section 8. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Council of the City has enacted the valid portions within the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent. All prior ordinances in conflict herewith shall be and are hereby repealed to the extent of the inconsistency or conflict.

Section 9. This Ordinance shall become effective from and after twenty (20) days after its adoption and approval and the residential curbside recycling program may begin as determined by the Council provided such program has received approval of a majority of the qualified electors voting in the election to be held on April 8, 2014.

Section 10. The Council Finding set forth in the recitals to this Ordinance is hereby incorporated in this Ordinance by reference as if fully set forth herein and the City shall, and the officers, employees and agents of the City are hereby authorized and directed, to take such actions, expend such funds, execute and deliver all such additional documents and to perform such further acts as may be necessary, desirable or convenient to carry out, comply with and perform the duties and obligations of the City with respect to the election and the approval, imposition and levying of the Sales Tax and to give effect to this Ordinance and to obtain the benefits thereof for the residents of the City.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 3rd day of June 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara J. Gollhofer, Assistant City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

NEW BUSINESS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 3, 2013

Item: SITE PLAN REVIEW – 2921 EAST 22ND STREET
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Public Works Director: David Hertzberg Date: 5/24/2013
City Attorney: Brian Head Date: 5-28-13
City Manager: R. Mark Rohr Date: 5-28-13
Board or Commission: Planning and Zoning Commission Date: 5/13/2013

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

SUMMARY/REQUEST:
Case 027-13: 2921 East 22nd Street – A request for a Site Plan Review for the expansion of a parking lot in a District C-1 PD (Neighborhood Commercial – Planned Development) zoning district – Smitco Eateries, Inc. / Dirk Thibodaux.

STAFF SUMMARY:
This Site Plan Review is for the expansion of a parking lot for a Popeye's restaurant that is currently under construction at 2130 South Range Line. The rezoning to C-1 PD for this property was approved by the City Council in April 2012 (Council Bill No. 2012-285).

Access Management: The site will have three points of access. The primary access will be from S. Range Line Road. A secondary access will be provided from 22nd Street. A third access will be cross-access to the Goodwill site to the north.

Parking: A total of 7 parking spaces are being added to the site, bringing the total number of parking spaces to 27 for the entire Popeye's restaurant site, including 2 ADA spaces.

Building Design & Materials: The site that is zoned C-1 PD will not have any permanent building located on it at this time. The Popeye's site will contain a 2,268 square foot restaurant.

Landscaping and Open Space: The site has provided landscaping, including street and parking lot trees. Additional landscaping, including shrubs and small evergreen trees, has been provided around the parking lot area.

Buffering: Buffering is not required. All surrounding properties are zoned commercial. The property is still provided extensive landscaping around the parking lot areas.

Stormwater Management: Due to the small size of the lot, the engineer had the option of a stormwater buyout fee, which will help pay detention costs in surrounding areas.

Staff recommends approval of Case 027-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Dirk Thibodaux appeared representing Smitco Eateries, who is developing the property on the northwest corner of 22nd Street and Range Line Road as a Popeye's restaurant. They expressed concern about the parking space. They currently meet the City's requirements but still need some additional parking. They have built this restaurant in other locations and know they could use more parking. The addition of seven parking stalls modifies the plan that was approved, with a dumpster being rotated so accessibility is easier.

PUBLIC COMMENT:
None.

Z&P Meeting: May 13, 2013
City Council Meeting: June 3, 2013

STAFF PLANNING REPORT
Site Plan Review

CASE 027-13:

A request for a Site Plan Review for the expansion of a parking lot in a C-1 PD (Neighborhood Commercial – Planned Development) zoning district.

NAME OF PROJECT: Popeye's restaurant

LOCATION: 2130 S. Range Line Road / 2921 E. 22nd Street

APPLICANT: Smitco Eateries, Inc. / Dirk Thibodaux

CORRIDOR: South Range Line Road

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C-1 PD (Neighborhood Commercial – Planned Development)	Vacant (Former Single-Family)	76' x 125' / 9,500 ft² / .22 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3	C-3	C-3
Land Use	Commercial	Restaurant (under construction)	Vacant	Vacant

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 22nd Street	Local	50'

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:

DISCUSSION

This Site Plan Review is for the expansion of a parking lot for a Popeye's restaurant that is currently under construction at 2130 S. Range Line. The rezoning to C-1 PD for this property was approved by the City Council in April 2012 (Council Bill No. 2012-285).

Access Management: The site will have three points of access. The primary access will be from S. Range Line Road. A secondary access will be provided from 22nd Street. A third access will be cross-access to the Goodwill site to the north.

Parking: A total of 7 parking spaces are being added to the site, bring the total number of parking spaces to 27 for the entire Popeye's restaurant site, including 2 ADA spaces.

Building Design & Materials: The site that is zoned C-1 PD will not have any permanent building located on it at this time. The Popeye's site will contain a 2,268 square foot restaurant.

Landscaping and Open Space: The site has provided landscaping, including street and parking lot trees. Additional landscaping, including shrubs and small evergreen trees, has been provided around the parking lot area.

Buffering: Buffering is not required. All surrounding properties are zoned commercial. The property is still provided extensive landscaping around the parking lot areas.

Stormwater Management: Due to the small size of the lot, the engineer had the option of a stormwater buyout fee, which will help pay detention costs in surrounding areas.

Staff recommends approval of Case 027-13.

ENCLOSURES:

Site Plan, Landscape Plan

RECEIVED 5-2-13

CITY OF JOPLIN, MISSOURI

SITE PLAN REVIEW CHECKLIST

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

For Office Use Only
Case No: 027-13
Filing: #350.42
Date Advertised: N/A
Date Notices Sent: N/A
Public Hearing Date: 5-13-13

I. Name of Project: Popeyes

II. Location of Project: 2130 South Rangeline

III. Name of Owner: Smitco Eateries, Inc.

IV. Name of Person who Prepared the Site Plan: Dirk Thibodaux

V. Instructions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

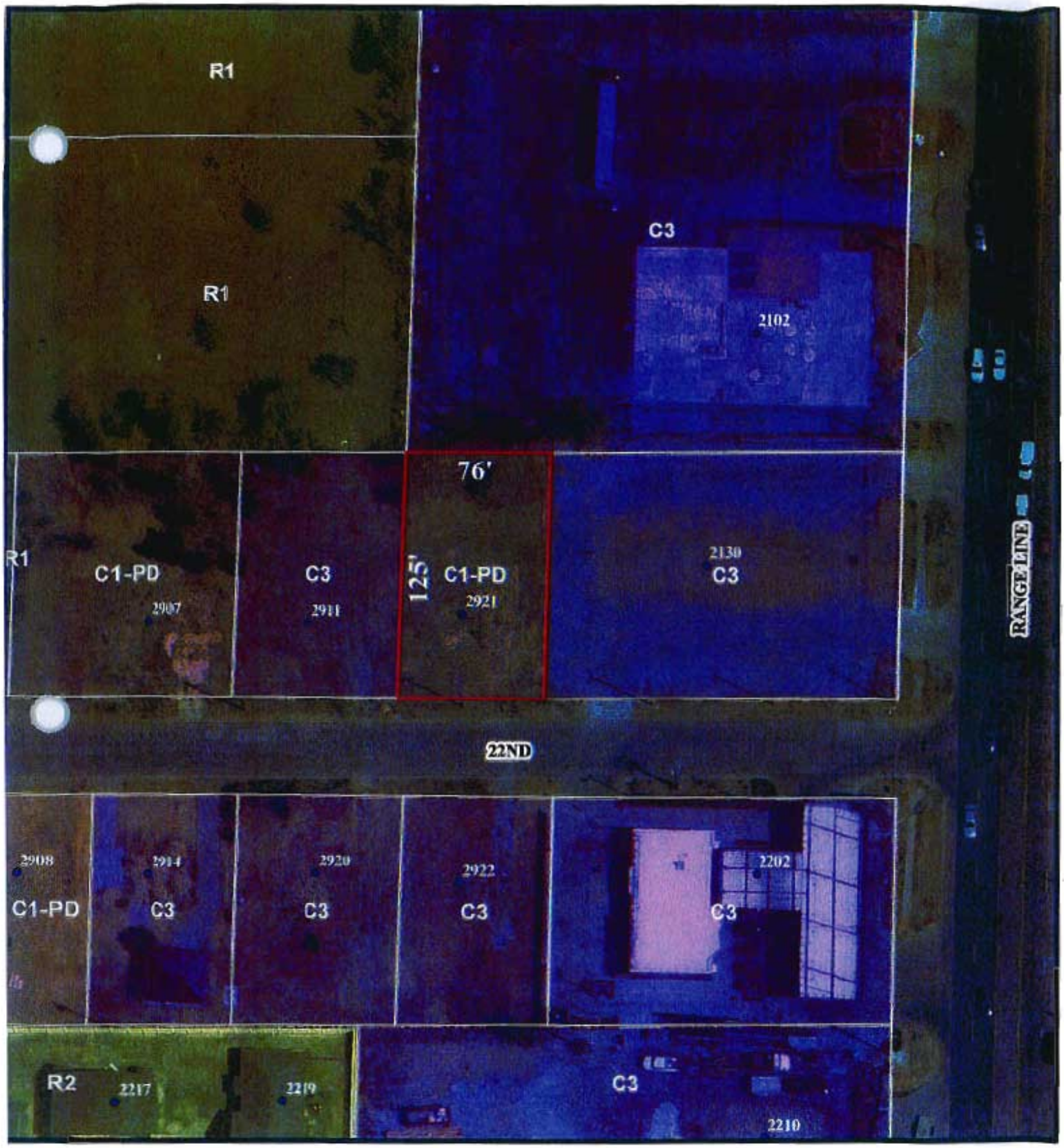
2. Maximum number of employees; N/A ☐ ☐

3. Maximum seating capacity, where applicable; N/A ☐ ☐

4. Number of parking spaces existing and required for the intended use; and N/A ☐ ☐

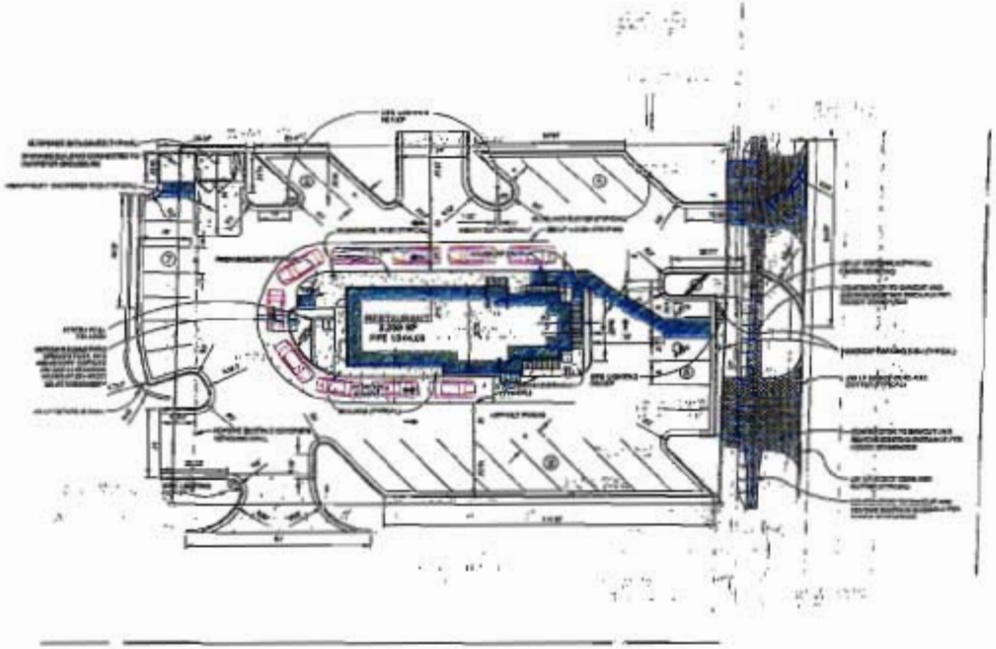
5. A landscape plan for improving large areas of paved parking with appropriate landscaping may be required. ☒ ☐

M. Dirk Lubbers 5-2-13



Case 027-13: A request for a Site Plan Review for the expansion of a parking lot in a D ict C-1 PD (Neighborhood Commercial - Planned Development) zoning district. - Smitco Eateries, Inc. / Dirk Thibodaux





EXISTING LEGEND

PROPOSED LEGEND

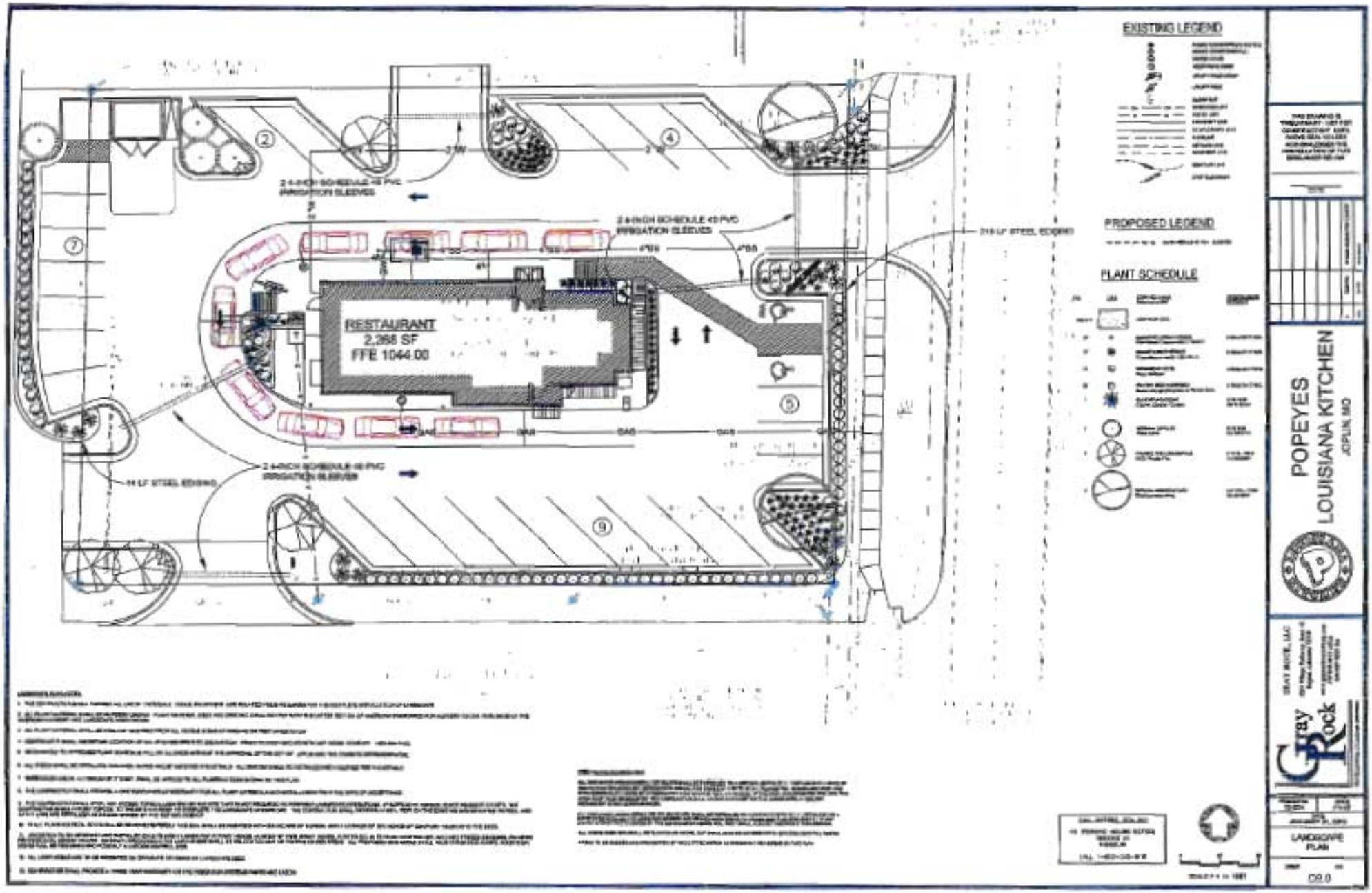


POPEYES
LOUISIANA KITCHEN
JOPLIN, MO

GRAY ROCK, LLC

SITE PLAN

C2.0


EXISTING LEGEND
PROPOSED LEGEND
PLANT SCHEDULE
RESTAURANT
2,268 SF
FFE 1044.00
2-4-INCH SCHEDULE 40 PVC IRRIGATION SLEEVES
2-4-INCH SCHEDULE 40 PVC IRRIGATION SLEEVES
2-4-INCH SCHEDULE 40 PVC IRRIGATION SLEEVES
216 LF STEEL EDGING
44 LF STEEL EDGING
POPEYES
LOUISIANA KITCHEN
JOPLIN, MO
Gray Rock
LANDSCAPE PLAN
C0.0

Case 027-13: 2921 East 22nd Street – A request for a Site Plan Review for the expansion of a parking lot in a District C-1 PD (Neighborhood Commercial – Planned Development) zoning district – Smitco Eateries, Inc. / Dirk Thibodaux.

Mr. Harrington opened the public comment period for Case 027-13.

Mr. Dirk Thibodaux appeared representing Smitco Eateries from Rogers, Arkansas. Smitco Eateries is developing the property on the northwest corner of 22nd Street and Range Line Road as a Popeye's restaurant. They expressed concern about the parking space. They currently meet the City's requirements but still need some additional parking. They have built this restaurant in other locations and know they could use more parking. The addition of seven parking stalls modifies the plan that was approved, with a dumpster being rotated so accessibility is easier.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 027-13.

MR. CORTEZ MOVED, SECONDED BY MR. LANDRITH, THAT THE SITE PLANS AS PRESENTED IN CASE 027-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DUNCAN, MR. EASTMAN, MR. HARRINGTON, MR. LANDRITH, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).