

**CITY OF JOPLIN
COUNCIL AGENDA ITEM**

ITEM: CB 2022-261 - Annexation

MEETING DATE:

April 4, 2022

ORIGINATING DEPARTMENT:

Planning, Development and Neighborhood Services

REVIEWED BY:

Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

Case 020-22: All of Lots Numbered One (1) thru Sixty (60) inclusive in Summit Ridge Plat 1 – A request to voluntarily annex property into the City of Joplin. - Director of Public Works.

BACKGROUND:

As part of the out-of-town sewer agreement executed in 2007, the Public Works Director of the City of Joplin is exercising his power of attorney to voluntarily annex this property into the City now that the property is contiguous to the City Limits of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:

Keegan Stanton, 602 S. Main St., Joplin, MO. This will be the third case for voluntary annexation. Again, this is an agreement signed with the developer for the Summit Ridge neighborhood. The agreement was executed in 2007, and now that we are contiguous on the south east side of the property which is approximately twenty-seven acres, the city is requesting it be brought into the corporate limits.

Mr. Kimble asked Mr. Stanton if he knew what the price difference would be for sewer and trash? Changing over the services?

Mr. Stanton stated that there is a 30% service change they currently pay for being outside the city limits will be removed from their monthly sewer bill.

PUBLIC COMMENT:

Jay Marlay, 2601 W. Summit, Joplin, MO. To speak about some of the questions about the trash and sewer bills which is currently \$47.00-month flat fee that will dropped to \$36.00 if we are annexed into the city limits. The trash is about \$12.00 and currently paying \$14.00. They do have a \$5.00 fee for extra poly carts. Mr. Marlay represented about 29-30 members of the subdivision that are in opposition to the annexation. We do realize it is based on the sewer agreement of 2007 with Mr. Moore. The reasoning for the opposition is we have created a community. We have a hill that is extremely bad and Special Roads Districts has taken care of us. During inclement weather, other subdivisions have complained that they cannot get out and we have a special relationship with the Special Roads District.

Ms. Phillips stated that since the City Attorneys office is here, will you explain to us what happens if people do not want to come in.

Jordan Paul, Assistant City Attorney stated that Mr. Stanton covered it pretty well. The out-of-town sewer agreements that are used by Public Works, every one contains a series of clauses that deal with annexation. They generally provide a variety of reasons of why the city cannot extend services, but when the city gets to that point where they feel they can extend services or just wants to exercise that right. It is a recorded document, and the owner should be aware of this through any owner's title work it should be in there when they purchase their property.

Ms. Phillips stated that when people bought their property, they would have seen this in the title search, correct?

Mr. Paul stated that was correct

Aaron Smith, 4010 Miles Ct., Joplin MO and acknowledging the agreement in place and certainly, admit that it does have language that owners not to protest this annexation, the real issue today is the lack of notice. It was chance that I found out about this meeting today. I would ask you to consider the process for future annexations or for future homeowners that may potentially be a citizen of the City of Joplin.

RECOMMENDATIONS:

Staff recommends approval for Case 020-22.

Planning & Zoning Commission recommends approval for Case 020-22 (7 Favor, 0 Nays)

ATTACHMENTS

CB 2022-261, Staff Planning Report, P&Z Commission Minutes