COUNCIL AGENDA
May 21, 2018
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. FY2017 Annual Audit Report, Presented By Finance Director Leslie Haase

6. **Citizen Requests And Petitions**

   1. Ashley Raby, 811 W. 6th St., Joplin, MO, Requests To Address The City Council Regarding Police And Continued Release Of Frequent Offenders

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The May 7, 2018 City Council Meeting

      Documents:

      MAY 7, 2018 CITY COUNCIL MEETING.PDF

   2. COUNCIL BILL NO. 2018-254

      Documents:

      CB2018-254.PDF

   3. COUNCIL BILL NO. 2018-257

      Documents:

      CB2018-257.PDF

   4. COUNCIL BILL NO. 2018-606

      Documents:

      CB2018-606.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

    1. COUNCIL BILL NO. 2018-020
       AN ORDINANCE approving an Amended Loan Recipient Agreement by and between the City of Joplin, Missouri, and Able Manufacturing & Assembly, LLC., providing for the loan of up to Seven Hundred Fifteen Thousand

Dollars, No Cents ($715,000.00) from the Economic Development Fund; authorizing the City Manager to execute the Amended Loan Recipient Agreement and other appropriate documents as required therein, by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2018-020 -SUMMARY SHEET .PDF
CB2018-020- RECIPIENT AGREEMENT.PDF
CB2018-020 ABLE DEED OF TRUST 2018.PDF
CB2018-020 PROMISSORY NOTE.PDF
CB2018-020 -ORDINANCE.PDF

2. COUNCIL BILL NO. 2018-119
AN ORDINANCE approving the City of Joplin to enter into a change order for the 2018 Resurfacing Project in the amount of Two Hundred Thirty-Six Thousand Nine Hundred Twenty-nine and 84/100 dollars ($236,929.84); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

SUMMARY SHEET CB 2018-119 CO 2 RESURFACING.PDF
COUNCIL BILL ORDINANCE 2018-119 CO2 RESURFACING.PDF
CHANGE ORDER 2.PDF

3. COUNCIL BILL NO. 2018-357
AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 725 Murphy Ave. in the City of Joplin, Missouri, for Two Thousand and 00/100 Dollars ($2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-257.PDF
CB 2018-357 BID.PDF
CB 2018-357 PICTURES.PDF
CB 2018-357 SUMMARY.PDF

4. COUNCIL BILL NO. 2018-358
AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 727 Murphy Ave. in the City of Joplin, Missouri, for Two Thousand and 00/100 Dollars ($2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2018-358 BID.PDF
CB 2018-358 PICTURES.PDF
CB 2018-358 SUMMARY.PDF
CB 2018-358.PDF

5. COUNCIL BILL NO. 2018-410
AN ORDINANCE: authorizing the City of Joplin to execute a Sub-Recipient

Agreement Amendment and Memorandum of Understanding with the Joplin Area Chamber of Commerce Foundation to provide additional funds necessary to rehabilitate the roof at the existing Advanced Training and Technology Center through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in the amount not to exceed Two Hundred Ten Thousand and 00/100 Dollars ($210,000.00); authorizing the City Manager, or his designee, the Director of Planning, Development, and Neighborhood Services to execute same on behalf of the City; and containing an emergency clause.

Documents:

CB 2018-410 MOU.PDF
CB 2018-410 SUMMARY.PDF
CB 2018-410.PDF

6. COUNCIL BILL NO. 2018-507
AN ORDINANCE approving the First Amendment to the 1717 Market Place Tax Increment Financing Plan and containing an emergency clause.

Documents:

CB 2018-507 SUMMARY FIRST AMENDMENT TO 1717 MARKET PLACE TIF.PDF
CB 2018-507 ORDINANCE APPROVING FIRST AMENDMENT TO 1717 MARKET PLACE TIF PLAN.PDF
CB 2018-507 EXHIBIT A TIF PLAN AMENDMENT 3-16-18.PDF

7. COUNCIL BILL NO. 2018-508
AN ORDINANCE of the City of Joplin, Missouri, imposing a use tax for general revenue purposes at the rate of two and five eighths percent (25/8%) for storing, using, or consuming within the City any article of tangible personal property pursuant to the authority granted by and subject to the provisions of Sections 144.600 through 144.761 RSMo; providing for the use tax to be repealed, reduced, or raised in the same amount as any city sales tax is repealed, reduced, or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the election called and to be held in the City on Tuesday August 7, 2018 and containing an emergency clause.

Documents:

CB 2018-508 SUMMARY USE TAX BALLOT QUESTION.PDF
CB 2018-508 ORDINANCE FOR USE TAX BALLOT QUESTION.PDF

8. COUNCIL BILL NO. 2018-509
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

Documents:

CB 2018-509 SUMMARY FY 2018 BUDGET ADJUSTMENT.PDF
CB 2018-509 BUDGET AMENDMENT ORDINANCE FOR FY 2018.PDF
CB 2018-509 SCHEDULE A BUDGET AMENDMENT MAY 21 2018.PDF

**11. Ordinances - First Reading**

12. **Ordinances - Second Reading And Third Reading**

13. **Unfinished Business**

14. **New Business**

    1. Presentations From City Council Applicants

    2. News And Announcements From Public Information Officer, Lynn Onstot

Anyone wishing to address the Council should step to the podium and state his/her 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 (5) minutes.

Sound enhancement units are available for hearing impaired customers who provide a form of identification as security, which will be returned to the customer upon the return of the unit.

Those in need of disability-related auxiliary aids or services should contact the City Clerk's office at (417) 624-0820, ext. 220 no later than 48 hours prior to the meeting.

**Notice posted at ____ p.m. on this the __ day of ____, ____. (RSMo 610.020)**

**JOPLIN CITY COUNCIL**
**MEETING MINUTES**

May 7, 2018

**CALL TO ORDER**
The regular meeting for the Joplin City Council was called to order at 6:00 p.m.by Mayor Gary Shaw.

**INVOCATION** - read by City Clerk Barbara Gollhofer.

**PLEDGE OF ALLEGIANCE** to the United States of America was led by Mr. Stanley.

**ROLL CALL** – Answering Roll Call were Taylor Brown, Melodee Colbert-Kean, Douglas Lawson, Diane Reid Adams, Gary Shaw; Ryan Stanley, Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

**PRESENTATIONS**

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

**REPORTS AND COMMUNICATIONS**
Staffing Update from Chief Stewart. Police Chief Stewart presented the city council with a Police Staffing and Reduction in Services Plan. According to the report, Chief Stewart stated the police department has been faced with staffing shortages for quite some time and as a result there will be a reduction of currently provided services. After some discussion, Mayor Shaw stated that the city council and city staff are working to get this problem solved.

**CITIZEN REQUESTS AND PETITIONS**
Morris Glaze, 3321 Delaware Ave., Joplin, to address the city council regarding golf course items. Mr. Glaze stated he had appeared before the city council at a work session in October 2017 to address some issues at Schifferdecker Golf Course and he still has not heard anything back from the city. City Manager Sam Anselm replied that at the time Mr. Glaze addressed Council in 2017, the City was in the process of putting together the budget for 2017-2018. Sam stated that Parks & Rec. Director Bloomberg gave him additional information today that golf course employees Maron and Daryn looked ahead at the next three years to see what the capital needs for the golf course are going to be. They have included some restrooms, some cart path replacements and potentially some green replacement program. Sam said it would be appropriate to include in the budget request that is submitted to Council and Council can discuss those items over the course of the work sessions this summer and decide whether to put those items in the budget this year or the following two years. Mr. Glaze suggested the City Clerk or Parks Director provide a copy of the Larry Flatt Golf Course Study. Mayor Shaw stated we would follow up on that.

**Additional Request**: Motion by Mr. West, second by Mr. Stanley to allow Brent Baker to address council. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0.
Brent Baker, 602 Joplin St. Joplin, addressed the city council on the Liberty Utilities Customer Savings Plan. Mr. Baker asked the council if there is any way he could help the council understand the current settlement – anything that's missing – to be able to convince the council to support this project. Mr. Stanley asked for a current run down with bullet points on what the new offering is from Empire Liberty. Mr. Baker disclosed the concerns that he was allowed to disclose: 1) protections around the energy marketplace and the risk of negative pricing; Liberty offered a $35 million protection (over the worst-case scenario estimate of $22 million) to customers, meaning they would take their rate requirement down by that amount-whatever that amount is that the customers would have been harmed by. So, if there is a harm, we understood the concern and brought that rate down, so there's more than enough protection over the next 10 years for that; 2). Identification of a contractor, tax equity partner and location of the wind projects. This information cannot be disclosed at this time. Mr. Baker went on to review previous items of discussions. Mayor Shaw stated some of the information presented tonight was new information and that he would like to have the new information given to the council and city attorney in order to make better decisions.

**PUBLIC HEARINGS**
Public Hearing Procedures – read by City Clerk Barbara Gollhofer

Mayor Shaw opened the Public Hearing for Resolution No. 2018-011

Bailey Austin, 3132 E. 12th Street, appeared in favor of this item.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. West introduced Resolution No. 2018-011 - a resolution granting a Special Use Permit to Bailey Austin for the operation of a day care center located 3132 E. 12th Street in the City of Joplin, Jasper County, Missouri. Motion by Mr. West, second by Mrs. Colbert-Kean to approve Resolution No. 2018-011. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and West. 8.

Mayor Shaw opened the Public Hearing for Council Bill No. 2018-254.

No one appeared in favor of, or in opposition to, this item.

The public hearing was closed.

Mr. Stinnett introduced Council Bill No. 2018-254 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 1430 S. Range

Line Road, City of Joplin, Jasper County, Missouri. Requested by Ralph Gray. Motion by Mr. Stinnett, second Mr. Brown, to place Council Bill No. 2018-254 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. The council bill was read as **Council Bill No. 2018-254**

Mayor Shaw opened the Public Hearing for Council Bill No. 2018-255.

No one appeared in favor.

Steve Weldon, 1901 Quincy St., appeared in opposition to this item, citing historic value in the home on this property.

Ria Ross, 407 Noel Rd, Joplin, appeared in opposition and asked the city council to consider making this property a city or state park.

The public hearing was closed.

Mr. West introduced Council Bill No. 2018-255 - 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-3 property as described below and located at 210 S. Duquesne Road, City of Joplin, Jasper County, Missouri. Requested by The Doris Carlin Team for RBC Enterprises Limited Inc. Motion by Mr. West, second by Mr. Brown to **Strike** Council Bill No. 2018-255. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stinnett and West, 7. Nays: 0. Abstention: Stanley, 1 **The council bill was stricken from the agenda.**

Mayor Shaw opened the Public Hearing for Council Bill No. 2018-256.

Bill Richert, 6033 S. Quebec, Tulsa OK appeared in favor of this item.

Casey VanStory, 1601 S. Outer Rd. Joplin, appeared in opposition, stating many of her relatives built near this property because it was family land and zoned residential for single family dwellings. Mrs. VanStory is opposed to the out of state developer who owns the property and she clarified that she's not opposed to future rezoning of the property, but to wait until a serious buyer can be identified and the zoning can be addressed to meet the change of use.

The public hearing was closed.

Mr. West introduced Council Bill No. 2018-256 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at Adjacent and South of I-44 at Exit 1, City of Joplin, Newton County, Missouri. Requested by Bill Richert. Motion by Mr. West, second Mr. Stinnett, to **deny** Council Bill No. 2018-256 Voting in favor to deny were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stinnett and West, 7. Nays: Stanley, 1. **Council Bill No. 2018-256 was denied.**

Mayor Shaw opened the Public Hearing for Council Bill No. 2018-257.

Linda Brown, 318 Fox Fire Court, appeared in favor of this item and stated it was ideal for commercial use.

No one appeared in opposition to this item.

The public hearing was closed.

Mr. Stinnett introduced Council Bill No. 2018-257-AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 7548 E. 20th Street, City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second Mr. West, to place Council Bill No. 2018-257 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. The council bill was read as **Council Bill No. 2018-257**

**CONSENT AGENDA**. Motion by Mr. Stanley, second by Mr. Stinnett to approve the Consent Agenda. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0

Minutes of the April 16, 2018 Council Meeting

Minutes of the April 27, 2018 Special Council Meeting

COUNCIL BILL NO. 2018-253 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located 7414 East 32nd Street in the City of Joplin, Jasper County, Missouri. Requested by Thomas Christensen. **Ordinance No. 2018-052**

**RESOLUTIONS**

**ORDINANCES – EMERGENCY**

Mr. Stanley introduced Council Bill No. 2018-117 - AN ORDINANCE approving the City of Joplin to enter into an agreement with A-Y-1, LLC for the construction of the Highview Avenue Sidewalk Project in the amount of Four Hundred Twenty-Five Thousand One Hundred Nine-Three and 82/100 dollars ($425,193.82); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Reid Adams, that Council Bill No. 2018-117 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. The council bill was declared adopted and entitled **Ordinance No. 2018-053**

Mr. Stanley introduced Council Bill No. 2018-409 - an ordinance authorizing the City of Joplin to amend the Developer Agreement with Joplin Bungalows, LLC, a wholly owned subsidiary of the Economic Security Corporation of the Southwest Area, to allocate an additional $154,900 for the acquisition of properties corresponding to the development of the Joplin Bungalows senior housing development project and authorizing the City Manager or his designee to execute said Agreement; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. West, that Council Bill No. 2018-409 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. The council bill was declared adopted and entitled **Ordinance No. 2018-054**

**Ordinances – First Reading**

Mr. Lawson introduced Council Bill No. 2018-606-an ordinance approving an Agreement by and between the City of Joplin, Missouri and Publication Printers Corporation, a Colorado Corporation, in the amount of $20,821.00 for the publication of 60,000 copies of the Convention & Visitors Bureau's 2018 Joplin Visitor's Guide; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017. Motion by Mr. Lawson, second by Mr. Brown, that Council Bill No. 2018-606 be passed on First Reading and advanced to Second and Third Reading and passed. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0. The council bill was read as **Council Bill No. 2018-606**.

**Ordinances – Second Reading and Third Reading**

**Unfinished Business**

**New Business**

**Discussion of filling the council vacancy.**

City Attorney Peter Edwards explained the process to fill the general council seat vacancy is to accept applications from interested citizens who meet the qualifications for this seat. Once the application process is complete, the applicants will be invited to the May 21, 2018 city council meeting to be interviewed by the city council.

Mr. Stanley suggested setting the deadline to receive applications as 5:00 p.m. on Wednesday, May 16, 2018 to give the council members time to review them before interviewing the applicants at the May 21, meeting. Mr. Stinnett stated he did not want the council to make a decision on May 21 but perhaps be prepared with a decision for a potential special meeting to be scheduled later that week. Motion by Mr. Lawson, second by Mr. West that the City Clerk's office begins accepting applications at 8:00 a.m. on May 8, 2018 and closing the application process at 5:00 p.m. on Wednesday, May 16, 2018; meet with the applicants at the May 21 city council meeting, then set the date of the special meeting to appoint a candidate to fill the vacancy. Voting in favor were Council Members: Brown, Colbert-Kean, Lawson, Reid Adams, Shaw, Stanley, Stinnett and West, 8. Nays: 0.

**News and announcements from Public Information officer, Lynn Onstot:**
Because the Joplin Municipal Court recognizes the difficulties some citizens may have in meeting their obligations with the Municipal Court, it will hold an ***Amnesty Day*** on ***Friday, May 18, 2018.***

Whether someone missed their court date or let a ticket lapse, Amnesty Day gives people the opportunity to take care of cases without the fear of being arrested. This program is productive for both the citizens we serve and the City. Amnesty Day i**s for Joplin Municipal City warrants only.** Persons wanting to learn if they have an outstanding warrant can call 417-627-2930.

The Historic Preservation Commission is hosting 3-day boot camp teaching students to remove, restore and re-install double hung windows in accordance with standards of historic properties. The workshop is scheduled for May 18 through May 20 from 8 a.m. to 5 p.m. each day. Preservation expert Bob Yapp, brings 40-plus years of experience to lead students during the work shop. Participation is $100 per student and spots are limited. Interested individuals may contact Tom Walters in Planning and Community Development. Details for both these events are listed on the City's website.

**Announcements from Patrick Tuttle, Director of the Convention and Visitors Bureau:**

1988 was a politically active year with a presidential election in which George H.W. Bush beat out Michael Dukakis, and singer Sonny Bono was elected mayor of Palm Springs, CA., and indictments were handed down in the Iran-Contra affair. In the movies, 1988 brought use *Rain Man, Coming to America, Die Hard, Beetlejuice,* and *A Fish Called Wanda.* On the music scene, George Michael convinced us that we had to have "Faith," and Guns N Roses hit it huge with "Sweet Child O' Mine." Both *Roseanne* and *The Wonder Years* pulled us to the small screen. The Winter Olympics were in Calgary, and the Washington Redskins won Super Bowl XXII. The anthem for the year came from Bobby McFerrin – "Don't Worry, Be Happy".

In 1988, Joplin took a new stand to attract guests to the community. In March voters supported the ballot initiative for a 2% lodging tax that, on June 1st created the Joplin Convention & Visitors Bureau (JCVB); providing a tourism marketing effort for the City of Joplin (a second ballot in 2000 brought the Joplin-based lodging tax to its current rate of 4%).

We are excited to announce that June 1, 2018, the Joplin Convention & Visitors Bureau will mark 30 years of *putting out the welcome mat* and bringing guests to Joplin. To mark this anniversary an Open House and Ribbon Cutting are planned to bring together our tourism partners, showcase the Joplin experience, and thank our many supporters. For Joplin Tourism, 2018 is a milestone year!!

**National Travel and Tourism Week will be May 6-12, 2018 -** celebrates the contributions and accomplishments of the U.S. travel community. The annual tradition brings industry professionals together to highlight the value of travel and consider the broad impact it holds for communities across the country. In 2018, 35 years after National Travel and Tourism Week was established by a congressional resolution, the industry will celebrate with a new theme: "Travel Then and Now." The theme is a challenge to industry leaders to reflect on travel successes of years past while advocating for policies that promote growth for the future.

As in past years the Joplin Convention & Visitors Bureau will support the national effort in recognizing local members of the local tourism industry. The Visitors Bureau, located on the 1st floor of City Hall, 602 S. Main, will hold an Open House, Monday through Thursday, **May 7-11**, from 9:00-11:00 a.m. & 2:00-4:00 p.m.

In line with the national theme of *Travel Then and Now*, the 1st floor of City Hall will host an exhibit of enlarged postcards featuring former Joplin motels. The exhibit, "Joplin Motels: Postcards from the Past," will be available for viewing during regular business hours in May and June.

June 1, 2018 will mark the 30th anniversary of the formation of the JCVB. The public is invited to a **30TH ANNIVERSARY RIBBON CUTTING** at 2:00 p.m. at the WELCOME TO JOPLIN sign in front of Cracker Barrel. Following the brief ceremony, a reception will follow in the lobby of TownePlace Suites by Marriott, 4026 S. Arizona Avenue.

Additionally, the Joplin Convention & Visitors Bureau will be the co-host for the May *Third Thursday*.

As part of the May 17 Third Thursday, the area of Main & 6th Streets which wraps around City Hall will be dotted with tourism partners representing five different categories - Attraction, Arts, Events, Lodging and Sports. Though each will showcase their own events and offerings, they are all important contributors to the overall local tourism & hospitality industry.

For this Third Thursday, the 1st floor of City Hall will be open to allow access to the Visitors Bureau and visitor information, and for the public to view *Joplin Motels: Post Cards from the Past*, an exhibit featuring former Joplin motels through vintage post cards.

**Comments from City Council members**:
Mr. Stinnett stated: I would hope that we would remember to be civil when we're up here and when someone comes to make a request and goes through the process to speak, I think we need to be as civil as we possibly can; and I hope we set that example.

Mr. Stinnett also commented that Mr. Baker (from Liberty Empire) implied that the city attorney hadn't kept the council totally informed on the wind energy project; however, Mr. Stinnett felt the city attorney did exactly as he's paid to do as the city's counsel.

Mayor Shaw agreed that the city attorney did an outstanding job.

Mrs. Colbert-Kean asked if there are any plans for the current senior citizen building that will soon be vacant. Troy Bolander, Planning and Community Development Director stated there are no plans at this time. Mrs. Colbert-Kean asked about the possibility of relocating NALA to the senior citizen building and selling the current NALA building (the old Social Security building). City Manager Anselm stated that building is still owned by the State and the city leases the space but he wasn't sure how much the lease is. PW Director David Hertzberg stated he would research this and report back to the CM.

Mayor Shaw stated he had attended the unveiling of a mural at Mercy Park titled "Together We Create". The mural was created by an Art Feeds workshop with 50 children ages Kindergarten through Fifth Grade. He said it was an outstanding event. Mercy Health Systems helped supply the

funds for this project. Paul Whitehill put the mural in tile form. Mayor Shaw stated to CM Anselm that he was very proud that the park looked outstanding.

Mayor Shaw stated he received an email from a citizen commending a Health Dept. employee, Tristan Weathers, who came to her aid recently by helping her get the medical attention she needed. Health Director Dan Pekarek was at the council meeting and Mayor Shaw asked Dan to compliment Tristan on the council's behalf and to thank him for representing the city so well. Mayor Shaw stated he wanted all employees to know they're appreciated and we're working to make Joplin the place you want to work and continue to work -just give us a little time and we're going to accomplish that.

Mr. West asked about the status of the odor issue. Mr. Edwards stated they have a draft of the ordinance that mirrors the Department of Natural Resources regulations. He stated they have been meeting with various industries here in the city who have been identified as possible contributors to the odor problem. More meetings are planned so they are trying to be proactive in finding solutions from these various companies and understanding what they've been doing themselves to maybe try to fix their problems. We work at the council's direction, but if you give us a little bit more time, we'll have a more comprehensive platform to get back to you maybe sometime in June to let you know where things stand.

Mr. Stanley asked if the issue with the city attorney's microphone can be addressed. City Manager Anselm stated he would get it checked.

There being no further business, the meeting was adjourned at 8:21 p.m.

Respectfully,

Barbara J. Gollhofer, City Clerk, MRCC

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2018

Item: COUNCIL BILL NO. 2018-254
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-254
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/9/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in Favor, 0 Nay."

SUMMARY/REQUEST:
Case 011-18: 1430 S. Range Line Road – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) – Ralph Gray.

STAFF SUMMARY:
This property is landlocked by Chili's and Range Line road. The small size of the lot limits what can be done with it. The current owner has entertained ideas of placing advertising on the site.

Staff recommends approval of Case 011-18.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Ralph Gray, 1422 W. Buttermilk, Aspen, Colorado. Mr. Gray stated he is requesting to Rezone from R-1 to C-3. It is in the northwest corner of 15th Street and Range Line Road.

Mr. Duncan asked if there were any questions from the Commissioners? Mr. Duncan wanted to know what the dimensions were on that piece of property?

Mr. Gray stated his property was 35' by 165'.

Mr. Duncan wanted to know if that was buildable?

Mr. Bolander stated that it was not buildable for commercial activity, but advertising on a billboard would be appropriate for that location.

PUBLIC COMMENT:
None.

CB 2018-254

Case 011-18: 1430 S. Range Line Road – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) – Ralph Gray.

Mr. Ralph Gray, 1422 W. Buttermilk, Aspen, Colorado. Mr. Gray stated he is requesting to Rezone from R-1 to C-3. It is in the northwest corner of 15th Street and Rangeline Road.

Mr. Duncan asked if there were any questions from the Commissioners? Mr. Duncan wanted to know what the dimensions were on that piece of property.

Mr. Gray stated his property was 35' by 165'.

Mr. Duncan wanted to know if that was buildable.

Mr. Bolander stated that it was not buildable for commercial activity, but advertising on a billboard would be appropriate for that location.

Mr. Duncan asked if Commissioners had any other questions? There were not. Is there anyone else to speak in favor of this case? (There were not.)

Mr. Duncan asked if there was anyone else to speak against this case? (There were not.) Case 011-18 closed.

**MRS. BRUCKNER-SEARS MOVED, SECONDED BY MRS. STEELE TO APPROVE CASE 011-18, BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION APPROVED WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MRS. KOELKEBECK, MR. DERMOTT, MRS. STEELE. AND MRS. BRUECKNER-SEARS VOTING "AYE". (7 IN FAVOR, 0 NAYS).**

Z&P Meeting: April 9, 2018
City Council Meeting: May 7, 2018

# STAFF PLANNING REPORT
## Rezoning

**CASE 011-18** A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial District) for commercial development.

**LOCATION** 1430 S. Range Line Road

**APPLICANT** Ralph Gray

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**EXISTING CONDITIONS**

| Zoning | Land Use | Property Size |
|---|---|---|
| R-1 | Vacant | Approximately 0.13 acres |

**SITE CONTEXT**

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | C3-PD | C2-PD | C1-PD | C3-PD |
| Land Use | Auto-parts store, retail | Retail shopping center | Shoe store, retail | Restaurant, Chili's |

**FUTURE LAND USE**

The City of Joplin's Future Land Use Map classifies this lot as Retail Commercial.

**TRANSPORTATION**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| Range Line Road | Arterial | 100' |
| 15th Street | Collector | 80' |

**UTILITIES** Utilities do not need to be extended to the property.

**FLOOD PLAIN** N/A

---

**STAFF ANALYSIS**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

Yes. The future land use map designates this property as Retail/Commercial.

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

Currently, this site is zoned R-1. The location of this property makes it very impractical for residential use.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The negative effect would be very minimal.

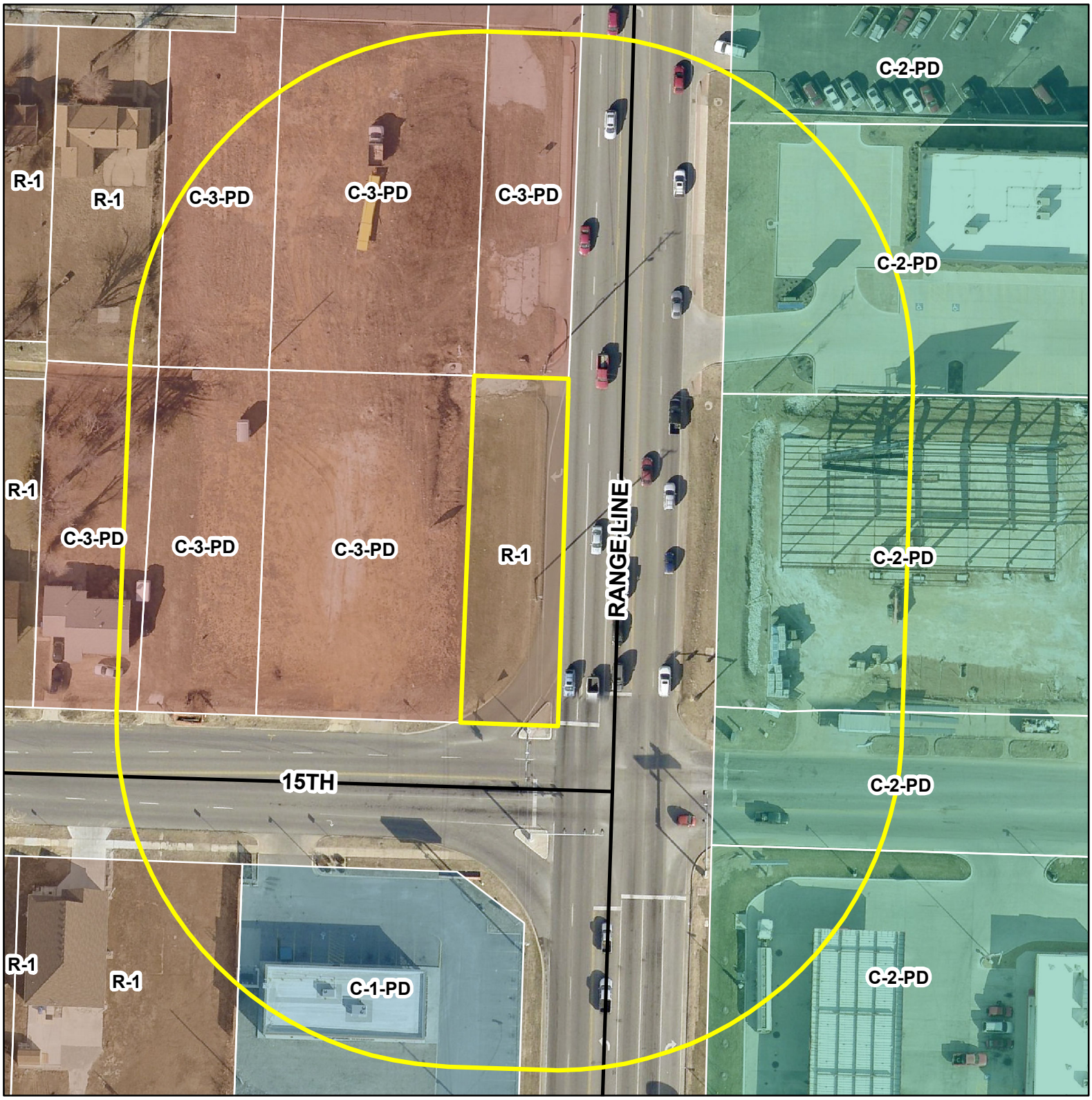
**DISCUSSION**

This property is landlocked by Chili's and Range Line road. The small size of the lot limits what can be done with it. The current owner has entertained ideas of placing advertising on the site.

*Staff recommends approval of Case 011-18.*

**ATTACHMENTS**

- Application




0 60 120 240 360 480 Feet

Case 011-18: 1430 S. Range Line Road -- A request to rezone from Single Family Residential District (R1) to Commercial District (C3) -- Ralph Gray

N

P & Z Case 011-18

Ralph Gray
(P & Z Recommended Approval)

COUNCIL BILL NO. 2018-254 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located at 1430 S. Range Line Road, City of Joplin, Jasper County, Missouri.

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

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

CAMPBELL'S 1ST ADDITION DESCRIBED AS LOT 92 EX E 15' FOR HWY SECTION 12, TOWNSHIP 27, RANGE 33, LOCATED IN 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 _____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 7, 2018

Item: COUNCIL BILL NO. 2018-257
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2018-257
2) Planning Report
3) Commission Minutes

Planning/Community Development Manager: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 04/9/18

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in Favor, 0 Nay."

SUMMARY/REQUEST:
Case 014-18: 7548 E. 20th Street – A request to rezone from Single Family Residential District (R1) to Commercial District (C3) – Linda Brown

STAFF SUMMARY:
Rezoning this property to commercial would fit with current surrounding properties in the city of Joplin. Most properties immediately surrounding the parcel in question are not in the city limits. When this property was annexed into the city it was automatically given the zoning of R-1. The owner wishes to rezone this property to Commercial due to its proximity to I-44, which borders the property on the South.

*Staff recommends approval of Case 014-18.*

PLANNING & ZONING COMMISSION TESTIMONY:
Linda Brown, 318 Fox Fire Court, Joplin, MO. She is just requesting the property to be rezoned to Commercial.

Mr. Duncan wanted to know if there were plans for the property or just simply rezoning for selling.

Mrs. Brown stated it was for selling. It is 32 ¼ acres.

Mrs. Steele wanted to know if the property was completely undeveloped?

Mrs. Brown stated it was. Their family used it as a hay field.

PUBLIC COMMENT:
None.

City of Joplin City Council Agenda Item

**Requested Council Meeting Date**: May 7, 2018

**ITEM**: Council Bill No. 2018-606. This Council Bill approves the agreement between Publications Printers Corp, Denver, CO. and the City of Joplin for the printing of the 2018 Joplin Visitor's Guide.

**ORIGINATING DEPARTMENT**: Convention and Visitors Bureau
**ATTACHMENTS**: Council Bill No. 2018-606, Bid Documents

| | | |
|---|---|---|
| **DEPARTMENT HEAD:** | Patrick W. Tuttle | DATE: |
| **CITY MANAGER**: | Sam Anselm | DATE: |
| **CITY ATTORNEY**: | Peter C. Edwards | DATE: |
| **FINANCE DEPARTMENT:** | Leslie Haase | DATE: |

**INTRODUCTION:**

A major component of the annual tourism marketing plan of the Convention & Visitors Bureau is a printed Visitor's Guide. Hundreds are mailed each year to fulfill guest's inquiries from around the Globe, while thousands more are distributed locally to highlight attractions, art & culture, shopping, dining, nightlife, lodging and recreation which promote the Joplin Experience as a tourism destination.

**SUMMARY:**

This Council Bill seeks permission from Council for the City Manager to sign an agreement with Publications Printers Corp. of Denver, CO. for the printing of the Convention & Visitors Bureau, 2018 Joplin Visitor's Guide. This agreement is for printing 60,000 copies of the 84-page guide. This printing and quantity support the bureau's marketing effort over an 18-month period.

This printer selection was made following the City of Joplin RFP process of which 13 providers submitted bids.

**RECOMMENDATION:**

The Convention & Visitors Bureau recommends approval of this agreement as part of continued tourism marketing program and allow the City Manager to sign this agreement.

# REQUEST FOR BID PROPOSAL PACKAGE

## #2018-RFP-07

for

## *PRINTING OF JOPLIN CVB VISITOR'S GUIDE*

JOPLIN CONVENTION & VISITORS BUREAU
602 S. MAIN STREET
JOPLIN, MO 64801

# NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until NOON, Monday, April 9th, 2018 at the Joplin Convention & Visitors Bureau located at 602 S. Main Street, Joplin, Missouri, 64801 for the following SERVICE:

**Services for off-set printing and binding of**
**60,000 copies of the**
**Joplin Convention & Visitors Bureau's**
**84-page Joplin Visitor's Guide**

Specifications and bid forms are available from Patrick Tuttle, director of the Joplin Convention & Visitors Bureau (CVB) by calling 417.625.4789 or by email at ptuttle@joplinmo.org. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals on all City purchases.

Leslie Haase, CPA
Finance Director

***Publication Date: Tuesday, March 13, 2018***

## INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to **PURCHASE** the following service:

## PRINTING OF JOPLIN CVB VISITOR'S GUIDE

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.
Minimum information to be submitted with each bid shall consist of the following:

***MARK BID ENVELOPES: "BID #2018-RFP-07 PRINTING OF JOPLIN CVB VISITOR'S GUIDE, NOON, MONDAY, APRIL 09, 2018".***

Questions concerning the specifications and bidding procedures should be directed to Patrick Tuttle, Joplin CVB at 602 S. Main Street, Joplin, MO, 64801 or by phoning 417.625.4789.

# Printing of Joplin CVB Visitor's Guide

**Project Description:** The City of Joplin, Missouri will accept sealed bid proposals until NOON, Monday, April 09, 2018 at the Joplin Convention and Visitors Bureau, 602 S. Main Street, Joplin, Missouri, 64801 to purchase the service of off-set printing and binding of 60,000 copies of the Joplin Convention & Visitors Bureau's 84-page Visitor's Guide. The Visitor's Guide is the Bureau's key tourism collateral publication for attracting guests to Joplin. It is distributed around the world annually.

Project specifics are as follows:

| | | |
|---|---|---|
| 1 | Quantity: | 60,000. |
| 2 | Pages: | 80 pages, plus cover (total of 84 pages).<br>Center page being 11" wide by 8.5" tall map. |
| 3 | Dimensions flat: | 11" wide by 8.5" tall. |
| 4 | Dimensions finished: | 5.5" wide by 8.5" tall. |
| 5 | Binding: | Saddle stitched twice on spine. |
| 6 | Stock, cover: | 80 lb. gloss cover, 1 total printed sheet of paper. |
| 7 | Stock, text: | 60 lb. dull text (must be able to write on it),<br>20 total printed sheets of paper. |
| 8 | Ink colors: | 4 colors. |
| 9 | Digital print proof set: | 2 copies required before printing approval. |
| 10 | Paper samples: | Include cover and text paper samples with bid. |
| 11 | Packaging: | Please indicate quantity per box in bid.<br>No single box should exceed 25# in weight.<br>No single pallet can exceed 2,000 pounds. |
| 12 | Production: | Guide must be printed within the United States. |

**Delivery Instructions**: Please advise delivery carrier of the following. The delivery location does not have a dock so off-loading will have to be by pallet jack onto a city street. Lift-gate required and driver is to assist off-loading and moving pallets inside. Delivery location is: Joplin City Hall, 602 S. Main Street, Joplin, MO. 64801 (along 6th Street, north side of building). A phone call in advance of delivery is necessary so we can have people and equipment ready, 417.625.4789.

**All Pricing F.O.B. Joplin, Missouri**

# Pricing

## Please complete and include this price sheet with your sealed bid.

Price for printing 60,000 copies of the 2018 Joplin Visitor's Guide as described within the RFP, to include packaging and freight to the Joplin destination: $ _____.

_____

Company Name

_____

Signature, Company Representative

All Prices F.O.B. Joplin, Missouri

COMPANY NAME: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

ADDRESS: _____

_____

Signature of Company Representative: _____

Date: _____

Phone: _____

***MARK BID ENVELOPES:***
***"#2018-RFP-07 PRINTING OF JOPLIN CVB VISITOR'S GUIDE"***
***NOON, MONDAY, APRIL 09, 2018***




# REQUEST FOR BID PROPOSAL PACKAGE

## #2018-RFP-07

for

## *PRINTING OF JOPLIN CVB VISITOR'S GUIDE*

JOPLIN CONVENTION & VISITORS BUREAU
602 S. MAIN STREET
JOPLIN, MO 64801

ScheefD

All Prices F.O.B. Joplin, Missouri

COMPANY NAME: Publication Printers Corp

CONTACT PERSON: Dean Scheef

EMAIL ADDRESS: dean.scheef@publicationprinters.com

ADDRESS: 2001 S. Platte River Dr.

Denver, Colorado 80223

Signature of Company Representative: Dean Scheef

Date: 04-05-2018

Phone: 303-936-0303 x 234

***MARK BID ENVELOPES:***
***"#2018-RFP-07 PRINTING OF JOPLIN CVB VISITOR'S GUIDE"***
***NOON, MONDAY, APRIL 09, 2018***

# Pricing

**Please complete and include this price sheet with your sealed bid .**

Price for printing 60,000 copies of the 2018 Joplin Visitor's Guide as described within the RFP, to include packaging and freight to the Joplin destination: $ 20,821.00 .

Publication Printers Corp.
Company Name

/ Dean Scheef
Signature, Company Representative

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Leslie Haase, CPA
Finance Director

*Publication Date: Tuesday , March 13, 2018*

ScheefD

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ScheefD

# Printing of Joplin CVB Visitor's Guide

**Project Description**: The City of Joplin, Missouri will accept sealed bid proposals until NOON, Monday, April 09, 2018 at the Joplin Convention and Visitors Bureau, 602 S. Main Street, Joplin, Missouri, 64801 to purchase the service of off-set printing and binding of 60,000 copies of the Joplin Convention & Visitors Bureau's 84-page Visitor's Guide. The Visitor's Guide is the Bureau's key tourism collateral publication for attracting guests to Joplin. It is distributed around the world annually.

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| 4 | Dimensions finished: | 5.5" wide by 8.5" tall. |
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| 6 | Stock, cover: | 80 lb. gloss cover, 1 total printed sheet of paper. |
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| 8 | Ink colors: | 4 colors. |
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| 10 | Paper samples: | Include cover and text paper samples with bid. |
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All Pricing F.O.B. Joplin, Missouri

ScheefD

Publication Printers corp.

2001 S. Platte River Dr. Denver, Colorado 80223 (303) 936-0303 Fax (303) 934-6712

Quality Web Printing

Joplin Convention & Visitors Bureau 04-05-2018
602 S. Main Street
Joplin, Missouri 64801
RE: Exceptions to Specifications / Bid #2018-RFP-07 / Printing of Joplin CVB Visitor's Guide

Mr. Tuttle,

The following items are to be noted as Exceptions to Specifications for Publication Printers Corp's bid for the Printing of Joplin CVB Visitor's Guide.

- Finished Size: 5.375 x 8.375
- Text Stock: 60# Matte Text

Samples of the finished size and text stock are included with the bid. All remaining specifications are acknowledged with no exceptions.

Thank you,

Dean Scheef / Sales Representative

# CITY OF JOPLIN, MISSOURI
## FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000



**BID #:** JCVB RFP #2018-07 BID ITEM DESCRIPTION: **Printing of 2018 Joplin CVB Visitors Guide**

**BID OPENING DEADLINE:** 4/9/2018, Noon **DEPARTMENT:** JCVB

**REQUISITION NUMBER:** **DATE & TIME OPENED:** 8:00 a.m., 4/12/18

**OPENED BY:** P. Tuttle **WITNESSED BY:** D. Miller

| | VENDOR NAME | DATE RECEIVED | CONTACT NAME | PHONE NUMBER | VENDOR DEBARRED OR SUSPENDED Y OR N | BID AMOUNT |
|---|---|---|---|---|---|---|
| 1 | **Color House Graphics**<br>Grand Rapids,, MI | March 21, 2018 | Britini Rickson<br>britni@colorhousegraphics.com | 800.454.1916 | | $ 36,510.03 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | | | | |
| 2 | **EP Graphics**<br>Berne, IN | March 22, 2018 | Lori Schoenlein<br>lori_schoenlein@epgraphics.com | 877.589.2145 | | $ 23,020.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | | | | |
| 3 | **Sun Graphics**<br>Parsons, KS | March 22, 2018 | Susan Mathes<br>susan@sun-graphics.com | 620.421.6200 | | $ 27,995.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | | | | |
| 4 | **FCL Graphics, Inc**<br>Harwood Heights, IL | March 29, 2018 | Brian Phalen<br>brianp@fclgraphics.com | 708.457.3567 | | $ 26,883.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | | | | |
| 5 | **St Louis Magazines**<br>St Louis , MO | March 29, 2018 | Dede Dierkes<br>ddierkes@stlmag.com | 314.918.3006 | | $ 36,069.77 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | | | | |

# CITY OF JOPLIN, MISSOURI
## FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000



**BID #:** JCVB RFP #2018-07 BID ITEM DESCRIPTION: **Printing of 2018 Joplin CVB Visitors Guide**

**BID OPENING DEADLINE:** 4/9/2018, Noon **DEPARTMENT:** JCVB

**REQUISITION NUMBER:** **DATE & TIME OPENED:** 8:00 a.m., 4/12/18

**OPENED BY:** P. Tuttle **WITNESSED BY:** D. Miller

| | VENDOR NAME | DATE RECEIVED | CONTACT NAME | PHONE NUMBER | VENDOR DEBARRED OR SUSPENDED Y OR N | BID AMOUNT |
|---|---|---|---|---|---|---|
| 6 | **Lure Creative**<br>Cuyahoga Falls, OH | April 2, 2018 | Mike Howren<br>mike@lurecreativedesign.com | 330.907.8710 | | DISQUALIFIED |
| | NOTES: No paper samples as requested in RFP. Required forms were included. | | | | | |
| 7 | **Henry Wurst, Inc**<br>Kansas City, MO | April 5, 2018 | Bret Miller<br>bmiller@henrywurst.com | 816.701.0726 | | $ 24,419.05 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | | | | |
| 8 | **Publications Printers Corp**<br>Denver, CO | April 6, 2018 | Dean Scheef<br>dean.sheef@publicationprinters.com | 303.936.0303 X234 | | $ 20,821.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | | | | |
| 9 | **Creasey Printing Services**<br>Springfield, IL | April 6, 2018 | Kelli Lynch<br>info@creaseyprinting.com | 217.787.1055 | | $ 24,707.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | | | | |
| 10 | **Liberty Press**<br>Springville, UT | April 9, 2018 | Zachary Oldham<br>zoldham@libertypress.org | 801.361.1010 | | DISQUALIFIED |
| | NOTES: No paper samples as requested in RFP. Required forms were included. | | | | | |

# CITY OF JOPLIN, MISSOURI
## FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000



**BID #:** JCVB RFP #2018-07 BID ITEM DESCRIPTION: **Printing of 2018 Joplin CVB Visitors Guide**

**BID OPENING DEADLINE:** 4/9/2018, Noon **DEPARTMENT:** JCVB

**REQUISITION NUMBER:** **DATE & TIME OPENED:** 8:00 a.m., 4/10/18

**OPENED BY:** P. Tuttle **WITTNESSED BY:** D. Miller

| | VENDOR NAME | DATE RECEIVED | CONTACT NAME | PHONE NUMBER | VENDOR DEBARRED OR SUSPENDED Y OR N | BID AMOUNT |
|---|---|---|---|---|---|---|
| 11 | **Walsworth Publishing Co. Inc.**<br>Marceline, MO | April 9, 2018 | Bryan Atterbury<br>bryan.atterbury@walsworth.com | 660.376.3543 x3490 | | $ 26,875.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | | | | |
| 12 | **Proforma**<br>Joplin, MO | April 9, 2018 | Ron Fauss<br>ron.f@proforma.com | 573.303.4455 | | $ 22,382.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | | | | |
| 13 | **icolor**<br>Los Angeles, CA | April 9, 2018 | Sameer Khan<br>sameer@icolorprinting.net | 310.997.1452 | | DISQUALIFIED |
| | NOTES: No paper samples as requested in RFP. Required forms were included. | | | | | |
| 14 | | | | | | $ - |
| | NOTES: | | | | | |
| 15 | | | | | | $ - |
| | NOTES: | | | | | |

| PRICE RANKING | VENDOR NAME | BID | AMOUNT |
|---|---|---|---|
| 1 | **Publications Printers Corp**<br>Denver, CO | $ | 20,821.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | |
| 2 | **Proforma**<br>Joplin, MO | $ | 22,382.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | |
| 3 | **EP Graphics**<br>Berne, IN | $ | 23,020.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | |
| 4 | **Henry Wurst, Inc**<br>Kansas City, MO | $ | 24,419.05 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | |
| 5 | **Creasey Printing Services**<br>Springfield, IL | $ | 24,707.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | |
| 6 | **Walsworth Publishing Co. Inc.**<br>Marceline, MO | $ | 26,875.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | |
| 7 | **FCL Graphics, Inc**<br>Harwood Heights, IL | $ | 26,883.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | |
| 8 | **Sun Graphics**<br>Parsons, KS | $ | 27,995.00 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | |
| 9 | **St Louis Magazines**<br>St Louis , MO | $ | 36,069.77 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | |
| 10 | **Color House Graphics**<br>Grand Rapids,, MI | $ | 36,510.03 |
| | NOTES: Paper samples and all forms required of the RFP provided. | | |
| * | **icolor**<br>Los Angeles, CA | Disqualified | |
| | NOTES: No paper samples as requested in RFP. Required forms were included. | | |
| * | **Liberty Press**<br>Springville, UT | Disqualified | |
| | NOTES: No paper samples as requested in RFP. Required forms were included. | | |
| * | **Lure Creative**<br>Cuyahoga Falls, OH | Disqualified | |
| | NOTES: No paper samples as requested in RFP. Required forms were included. | | |

COUNCIL BILL NO. 2018-606 ORDINANCE NO.

AN ORDINANCE approving an Agreement by and between the City of Joplin, Missouri and Publication Printers Corporation, a Colorado Corporation, in the amount of $20,821.00 for the publication of 60,000 copies of the Convention & Visitors Bureau's 2018 Joplin Visitor's Guide; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017.

WHEREAS, the voters of the City of Joplin passed council bill 88-17 approving the creation of a 2% lodging tax on April 5, 1988, thus creating the Joplin Convention and Visitors Bureau; and,

WHEREAS, the use of these funds is to promote tourist, conventions and other related activities within the tourism region of the city; and,

WHEREAS, the Joplin Visitor's Guide is to highlight attractions, art & culture, shopping, dining, nightlife, lodging and recreation to promote the Joplin Experience as a tourism destination; and,

WHEREAS, after following the City's RFP process, the CVB selected the provider, and desires to utilize a portion of the proceeds from said tax.

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

Section 1. That the Agreement by and between the City of Joplin and Publication Printers Corporation, a Colorado Corporation, in the amount of $20,821.00 for the publication of 60,000 copies of the Convention & Visitors Bureau's 2018 Joplin Visitor's Guide, a true and accurate copy of said Agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing appropriations by the total amount of Fourteen Thousand Dollars and No Cents ($14,000.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**REQUESTED COUNCIL MEETING DATE:** May 21, 2018
**ITEM:** Council Bill No. 2018-020 approving a Loan Recipient Agreement by and between the City of Joplin, Missouri, and Able Manufacturing & Assembly, LLC.

**ORIGINATING DEPARTMENT:** Legal Department.
**ATTACHMENTS:** Council Bill No. 2018-020; Exhibit "A" – Loan Recipient Agreement

| | | |
|---|---|---|
| **DEPARTMENT HEAD:** | Peter C. Edwards | **DATE:** |
| **INTERIM CITY MANAGER:** | Samuel L. Anselm | **DATE:** |
| **FINANCE DIRECTOR:** | Leslie Haase | **DATE:** |
| **PLANNING-C.D. DIRECTOR:** | Troy Bolander | **DATE:** |

**INTRODUCTION:**

This Council Bill authorizes the execution of an Amended Agreement between the City of Joplin and Able Manufacturing & Assembly LLC for an economic development loan of Seven Hundred Fifteen Thousand and 00/100 Dollars ($715,000.00).

**DISCUSSION:**

Able Manufacturing and Assembly LLC ("Able") is a longstanding company in Joplin that employees approximately 265 people. Able has requested continued loan assistance from the City's Economic Development Revolving Fund. The City has drafted an Amended Agreement for the continued loan for the sum of Seven Hundred Fifteen Thousand and 00/100 Dollars ($715,000.00) to Recipient from its Economic Development Revolving Fund. As part of this Agreement, Able will make a $435,000.00 principal reduction payment on the original loan. The City currently has a first mortgage on Able's 7th Street manufacturing facility and a second priority security interest in Able's inventory, fixtures, equipment, vehicles, accounts receivable, stocks, bonds and negotiable instruments, second only to a $60,000.00 loan from Arvest Bank. Able will grant the City additional collateral, a first mortgage on some additional real estate adjacent to the 7th Street plan that it recently acquired as a condition of this Amended Agreement.

The modified loan terms are as follows. It is a five (5) year loan. Able will pay quarterly interest at 3.5%. Able will make principal payments of $65,000 at end of year 1; principal payment of $65,000 at end of year 2; principal payment of $125,000 at end of year 3; principal payment of $150,000 at end of year 4; and the balance of principal at end of year 5. Able Body will make a $250,000.00 repair and improvement to its electrical transformer within twelve (12) months. This was a repair that was on the capital expenditure list in 2014 when the loan originated, but Able did

not make this repair at the time and the money was not spent. It has remained in savings but will now be used for this repair that Able has deemed high priority.

**RECOMMENDATION:**

Staff presents this Council Bill on an emergency basis.

Attachments

# AMENDED LOAN RECIPIENT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2018, by and between the **Able Manufacturing & Assembly, LLC**, an Indiana Limited Liability Company, hereinafter referred to as "Recipient", and the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "City", is as follows:

WHEREAS, Recipient previously received a loan from the City's Community Development Block Grant (CDBG) funds and Economic Development Revolving Fund; and

WHEREAS, Recipient has not spent all of the original loans proceeds from its original loan from the City of Joplin, memorialized in the Loan Recipient Agreement dated June 4, 2014; and

WHEREAS, Recipient has retained the original loan proceeds in separate accounts and currently has $684,629.81 in those accounts; and

WHEREAS, Recipient desires to make a principal reduction payment of $435,000.00 to the City of Joplin; and

WHEREAS, Recipient desires to get City Council approval to use the balance, $250,000.00, on a capital improvement at its Schifferdecker facility that was originally set to be completed under the Loan Recipient Agreement dated June 4, 2014, but has not been completed; and

WHEREAS, because of these modifications to the original Loan Recipient Agreement dated June 4, 2014, the parties desire to enter into an Amended Loan Recipient Agreement; and

WHEREAS, Recipient agrees to comply with agreement requirements and certain documentation requirements of City as described herein.

WHERES, the parties desire to enter into this Amended Loan Recipient Agreement as contained herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth and contained, the Recipient and City hereby mutually agree as follows:

1. Statement of Intent and Purpose. This Agreement sets forth the rights and duties of City and Recipient with regard to the loan and completion of capital expenditure project agreed to herein. The parties hereby agree and acknowledge that their mutual goal and objective is the completion of the project to make Recipient more competitive and to foster currents jobs and further job growth. The parties hereto further acknowledge that this Agreement sets forth their mutual intent and desire and is intended to create, and shall be interpreted to establish and foster, a relationship of mutual cooperation, trust and effort.

2. Principal Reduction and Loan Amount. Upon execution of this Agreement, Able will pay the City a principal reduction payment for the original loan in the amount of $435,000.00. This

principal reduction payment comes from funds that were not utilized for capital improvements under the original Loan Recipient Agreement. After this payment, the revised loan amount due from Able on the original loan will be Seven Hundred Fifteen Thousand Dollars ($715,000.00). The loan proceeds were loaned to Recipient from City's Community Development Block Grant (CDBG) funds and Economic Development Revolving Fund pursuant to the terms, covenants and conditions hereinafter set forth and in accordance with the original Promissory Note and Deed of Trust. A new Promissory Note in the amount of $715,000.00, and Deed of Trust, for additional real estate to secure the loan, in additional to a Deed of Trust on other real estate previously granted to the City, are attached hereto and incorporated herein as Exhibits C and D, respectively, shall be executed by Recipient. Recipient agrees to hold the money in a separate account and that the loan proceeds are not to be commingled with other company funds. Recipient shall execute a Promissory Note in that amount according to the terms of this Agreement. There are no new funds being loaned to Recipient under this Agreement.

3. Loan Repayment. Recipient shall repay the loan according to the following schedule. The effective date of the loan shall be the date that the check is delivered to Recipient. For each year after the effective date, "effective date" shall mean the same day on the successive years.

a. Year 1. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 1, Recipient shall make a $65,000.00 principal reduction payment.
b. Year 2. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 2, Recipient shall make a $65,000.00 principal reduction payment.
c. Year 3. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 3, Recipient shall make a $125,000.00 principal reduction payment.
d. Year 4. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 4, Recipient shall make a $150,000.00 principal reduction payment.
e. Year 5. Recipient shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 5, Recipient shall repay the remaining balance, $310,000.00, of the loan in full.

4. Collateral.

a. City shall maintain its first Deed of Trust position on the real estate described as:

**TRACT 2**: A TRACT OF LAND IN THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 8, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8; THENCE SOUTH 40.0 FEET TO THE PRESENT SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 66;

THENCE WEST ALONG THE PRESENT SOUTH RIGHT-OF-WAY LINE 1216.35 FEET TO THE CENTER LINE OF A 40 FOOT ROADWAY; THENCE SOUTH ALONG THE CENTER LINE OF SAID 40 FOOT ROADWAY 287.0 FEET TO THE POINT OF BEGINNING; THENCE EAST 193 FEET; THENCE SOUTH 350 FEET; THENCE WEST 521.50 FEET; THENCE NORTH 397.25 FEET; THENCE EAST 120 FEET; THENCE SOUTH 47.25 FEET; THENCE EAST 208.50 FEET TO THE POINT OF BEGINNING.

**TRACT 2A**: TOGETHER WITH A 40 FOOT ROADWAY EXTENDING SOUTH FROM THE PRESENT U.S. HIGHWAY 66 AND TO THE ABOVE-DESCRIBED REAL ESTATE (TRACT 2) WHICH ROADWAY IS IN THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 8, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, AND MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 8; THENCE SOUTH 40 FEET, THENCE WEST ALONG THE PRESENT SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 66, 1216.35 FEET TO THE CENTER LINE OF THE ROADWAY, THE POINT OF BEGINNING; THENCE SOUTH ALONG THE CENTER LINE OF SAID ROADWAY 287.0 FEET; THE ROADWAY TO BE 40 FEET WIDE, 20 FEET ON EITHER SIDE OF THE ABOVE-DESCRIBED CENTER LINE.

b. City shall maintain its second lien and security interest in all of Recipient's inventory, fixtures, equipment, vehicles, accounts receivable, stocks, bonds and negotiable instruments. Recipient agrees to sign and grant City a second in priority security interest, covered with a UCC-1 covering the collateral, attached hereto and incorporated herein as Exhibits F.

c. Recipient shall grant City a first deed of trust on the real estate, including but not limited to the land, buildings, fixtures and other improvements located at the property known as:

"Tract 1: All of a tract of land described as Commencing at the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, thence West along the North line of said Section 8, a distance of 1236.35 feet, thence South 217.0 feet to the Point of Beginning, thence South 110.0 feet, thence West 188.50 feet, thence North 110.0 feet, thence East along the South line of a 50 foot roadway easement 188.50 feet to the Point of Beginning.

Tract 1A: Together with a perpetual roadway right-of-way to run with the above described real estate for ingress and egress over the existing roadway to the North of buyer, owned by Sunray Services, Inc., described as Beginning at a point approximately 1236.35 feet West and 217 feet South of the Northeast corner of the

Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, thence West 188,50 feet, thence North 50 feet, thence East 188,50 feet, thence South 50 feet to the Point of Beginning,

Also, together with a roadway right-of-way for ingress and egress over the existing roadway to the East of buyer presently owned by Ably Body Corporation described as Beginning at a point of approximately 1216.35 feet West and 167 feet South of the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, which point marks the North boundary of the centerline of the roadway, thence South along the centerline of said roadway160 feet, said roadway being 40 feet wide, 20 feet on either side of the above described centerline."

Recipient represents that the property will free and clear of any and all liens or encumbrances at the time the Deed of Trust is executed and the loan proceeds are delivered.

Upon the sale of any real estate described herein, the entire sales proceeds will be paid to the City at the time of closing.

5. Capital Expenditure Projects. Recipient has provided City with a Capital Expenditure Project/Improvement that it desires and agrees to make. The project is to replace the electrical transformers at the Schifferdecker Plant with an estimated cost of $250,000.00. Recipient has made representations to the City that this Capital Expenditure is necessary to the continued operation of the business and to keep the business competitive. Recipient is agreeing to complete this project within twelve (12) months of the effective date of this Agreement. Loan funds may not be used for project expenses incurred prior to the signing of this Agreement or for any other project. If the project is not completed in that time, or if all of the $250,000.00 is not used for the completion of the project, the money shall be immediately paid back to the City. This $250,000.00 in funds represents money previously loaned to Recipient under the original Loan Recipient Agreement that was not utilized by Recipient and that has been held by Recipient in a separate account.

6. Maintenance of Records. Recipient agrees to maintain and make available for inspection by City, upon reasonable notice, the following records of the Projects:

a. All expenditures and receipts for the Project.

7. Retention of Records. The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

8. Insurance. Recipient shall obtain and maintain in full force and effect throughout the term of this agreement insurance covering the collateral described in this Agreement for sufficient amounts to cover the replacement cost of the collateral described in this Agreement with an insurance company licensed to do business in the State of Missouri, approved by the State of Missouri and acceptable to the City. Recipient shall provide City with proof of such insurance so required prior to the payment of any loans funds contemplated under this Agreement. The City reserves the right to review these insurance requirements during the term of this agreement, and to adjust insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager, based upon changes in statutory law, court decisions, or the claims history of the industry or the Licensee. City shall be named as an additional insured on all of the policies mentioned herein and shall be notified no less than fifteen (15) days prior to the cancellation of any policy.

9. Uniform Administrative Requirements. Recipient shall comply with all relevant administrative requirements as set forth in 24 CFR 570.502. In addition, Recipient shall comply with all rules, regulations, laws, and such other matters as set forth on the Statement of Assurances marked Exhibit "A" attached hereto and incorporated herein.

10. Indemnification. In addition, the Recipient, its agents and its employees shall hold City harmless from all claims, damages, assessments, costs and liabilities, arising in any way from the relationship created herein. Recipient shall indemnify and hold City harmless from any and all claims of injury to person or property suffered or allegedly caused due to the relationship created by this Agreement.

11. Modification - Interpretation. The terms, conditions, and provisions of this Contract can neither be modified nor eliminated except by mutual agreement between the City and Recipient and approved by an ordinance or ordinances duly adopted by the Council.

12. Non-Discrimination. Recipient shall not discriminate against any person as to race, sex, creed, handicap, national origin, age, or veteran status, in the performance of this contract and the Projects supported by public funds.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Entire Agreement. This Agreement (including any Exhibits and documents referenced herein) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

15. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs

incurred as determined by the Court in any such cause of action.

16. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

17. Binding Effect. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

18. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

19. Choice of Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**Able Manufacturing & Assembly, LLC**
**a Missouri Limited Liability Company**

_____
Dan Hillenbrand
President/Managing Member

ATTEST:

_____
Name: _____
Title: _____

**CITY OF JOPLIN, MISSOURI**
**a Municipal Corporation**

_____
Samuel L. Anselm,
City Manager

ATTEST:

Barbara Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

**EXHIBIT A**
**Statement of Assurances**

Able Manufacturing & Assembly, LLC hereby assures and certifies that:

(a) It possesses legal authority to apply for the loan and to perform the loan requirements herein.

(b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicants' chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant Program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; the projected use of funds may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines and requirement OMB Circulars Number A-110 and A-122, revised, and A-133 (audit required if the recipient receives $500,000 in federal funds), as they relate to the application, acceptance, and use of Federal funds under this document.

(e) It will comply with:
(1) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 470d, 605, and Federal regulations regarding the administration and enforcement of labor standards;
(2) The provisions of the Davis-Bacon Act (46 U.S.C.S. 2786a) with respect to the prevailing wage rates (except where exempted under law);
(3) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332 requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; and
(4) Federal Fair Labor Standards Act, 29 U.S.C.S. 201 et. seq., requiring that covered employees be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

(f) It will comply with all requirements imposed by the Federal concerning special requirements of law, program requirements, and other administrative requirements. It will comply with:

(g) (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, religion, sex, handicap, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale of rental of housing, the financing of housing, and the provision of brokerage services;
(3) E.O. 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;
(4) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1974 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity.
(5) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal Assistance;
(6) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60); which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts shall take affirmative termination, rates of pay or other forms of compensation and selection for training and apprenticeship; and
(7) Polices required by the State to affirmatively further fair housing.

(h) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government.

(i) It will:
(1) To the greatest extent practicable under State law, comply with Section 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Section 303 and 304 of Title III, and HUD implementing instructions at 24 CFR Part 42; and
(2) Inform affected persons of their rights and of the acquisition policies and procedures set forth the regulations at 24 CFR Part 42 and 24 CFR 570.602(b).

(j) It will abide by the terms and conditions of the Department of Economic Development's Conflict of Interest Program Policy as adopted March 1, 1987, and any additions thereto, for all activities paid for or assisted by Block Grant funds.

(k) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C.S. 874 and 40 U.S.C.S. 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.

(m) It will give the City, HUD and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.

(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(o) It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 903-234, 87 Stat. 975, approved December 31, 1973, Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase (Federal financial assistance) includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

(p) It will, in connection with its performance of environmental assessments under the National Historical Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Preservation Act of 1968 (16 U.S.C. 469-1, et. seq.) by:

(1) Consulting with the State Historical Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(q) It will comply with:

(1) The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
(2) Executive Order 11988, Floodplain Management;
(3) Executive Order 11990, Protection of Wetlands;
(4) The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
(6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
(7) The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) );
(9) The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et. seq.);
(10) The Federal Water Pollution Control Act of 1972, as amended, 33 U.S.C.S. 1251 et. seq.);
(11) The Clean Water Act of 1977 (Public Law 95-217); and
(12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

(r) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

(s) It will minimize displacement of persons as a result of activities assisted with such amounts.

(t) It will not attempt to recover any capital costs of public improvements assisted in whole or part under section 106 or with amounts resulting from a guarantee under section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low or moderate income who are not persons of very low income, the grantee certified to the Secretary or such State, as the case may be, that it lacks sufficient funds received under section 106 to comply with the requirements of clause (i).

(u) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection 9a).

(v) A monthly (unless another time period is specified) report is required. This report must contain the results of the program including financial and beneficiary data. This report is due the 10th of each following month during the grant award period.

**EXHIBIT B**

STATE OF _____ )
) ss.
COUNTY OF _____)

**AFFIDAVIT OF COMPLIANCE**
**(Missouri Unauthorized Alien Workers Act)**

My name is _____(Name) and I am the _____(Title) of _____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

# DEED OF TRUST

**THIS DEED**, made and entered into this _____ day of _____, 2018, by and between **Able Manufacturing & Assembly, LLC**, an Indiana Limited Liability Company (GRANTOR), and Karl W. Blanchard, Jr., 320 W. 4th Street, Joplin, Missouri 64801, (TRUSTEE), and the City of Joplin, Missouri, a Municipal Corporation, (GRANTEE).

Grantee's mailing address is: 602 S. Main St. Joplin, MO 64801

WITNESSETH, That the said GRANTOR, in consideration of the debt and trust hereinafter mentioned and created, and the sum of One Dollar, the receipt of which is hereby acknowledged, Grants, Bargains and Sells, Conveys and Confirms to TRUSTEE, the following described Real Estate, situate, lying and being in the County of Jasper, State of Missouri, to-wit:

Tract 1: All of a tract of land described as Commencing at the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, thence West along the North line of said Section 8, a distance of 1236.35 feet, thence South 217.0 feet to the Point of Beginning, thence South 110.0 feet, thence West 188.50 feet, thence North 110.0 feet, thence East along the South line of a 50 foot roadway easement 188.50 feet to the Point of Beginning.

Tract 1A: Together with a perpetual roadway right-of-way to run with the above described real estate for ingress and egress over the existing roadway to the North of buyer, owned by Sunray Services, Inc., described as Beginning at a point approximately 1236.35 feet West and 217 feet South of the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, thence West 188,50 feet, thence North 50 feet, thence East 188,50 feet, thence South 50 feet to the Point of Beginning,

Also, together with a roadway right-of-way for ingress and egress over the existing roadway to the East of buyer presently owned by Ably Body Corporation described as Beginning at a point of approximately 1216.35 feet West and 167 feet South of the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, which point marks the North boundary of the centerline of the roadway, thence South along the centerline of said roadway160 feet, said roadway being 40 feet wide, 20 feet on either side of the above described centerline.

Grantor herein states Linda G. Sill died October 10, 2012 and at the time of her death, her marriage to Ralph D. Sill was subsisting and they have never been divorced.

Subject to easements and restrictions of record, if any.

TO HAVE AND TO HOLD the same with the appurtenances to TRUSTEE and to TRUSTEE'S successor or successors in this trust and to TRUSTEE and TRUSTEE'S grantees and assigns, forever. In trust, however, for the following purpose:

WHEREAS, GRANTOR, has this day made, executed and delivered to GRANTEE a promissory note of even date herewith, by which GRANTOR promises to pay to GRANTEE or order the sum of SEVEN HUNDRED FIFTEEN THOUSAND AND 00/100 ($715,000.00), upon the terms and conditions therein specified; and

WHEREAS, if GRANTOR or any successor in interest of GRANTOR shall sell, convey, alienate or transfer the Property, or any part thereof or any interest therein, or contract for the same, without first obtaining the written consent of GRANTEE, then GRANTEE, at GRANTEE'S option, declare all of the sums secured by this Deed of Trust to be immediately due and payable, and invoke the power of sale and any other remedies permitted by applicable law; provided, however, that the foregoing shall not apply to transfers of the property under the last will and testament of GRANTOR or any successor in interest of GRANTOR, or otherwise by operation of law upon the death of the GRANTOR or the death of any successor in interest of GRANTOR.

NOW THEREFORE, IF GRANTOR, or anyone for GRANTOR shall well and truly pay off and discharge the debt and interest expressed in the said note and every part thereof, when the same shall become due, which GRANTOR agrees to do, and pays according to the true tenor, date and effect of said note and pays, when due, all taxes and assessments, general and special, hereafter levied or charged upon such land and improvements, and keeps the covenants herein contained; and shall keep the improvements on the land continuously insured in some insurance company to the satisfaction of GRANTEE to the FULL INSURABLE VALUE of the improvements located upon such land and the policies therefore assigned and delivered to GRANTEE, and keep said lands and improvements clear of all statutory lien claims of any kind until said indebtedness is paid THEN THIS DEED shall be void, and the property hereinbefore conveyed shall be released at the cost of the GRANTOR; but should GRANTOR fail or refuse to pay the said debt and interest, or any part thereof, when the same or any part thereof shall become due and payable, according to the true tenor and effect of said note or to pay any of said taxes, or effect such insurance, or discharge such statutory lien claims, then the holder of said indebtedness, or any part thereof, may pay the same, and the sums so paid shall bear interest at the rate of three and one-half percent (3.5% ) per annum, and be charged upon said premises and secured by this deed, and upon any such failure or refusal, or upon any breach of any covenant herein contained, expressed or implied, this deed shall remain in full force; and at the option of the holder of said indebtedness or any part thereof, the whole of said indebtedness shall, without notice to the first party, become due and payable forthwith, and the TRUSTEE, or in the case of TRUSTEES absence, death, or refusal to act, or disability in anywise, when any advertisement and sale are to be made hereunder, thence whoever shall be sheriff of Jasper County, MO, at the time of any such

advertisement and sale are to be made, (who shall thereupon for the purposes of that advertisement and sale succeed to TRUSTEE'S title to said real estate and the trust herein created respecting same) may proceed to sell the property hereinbefore described or any part thereof, at public venue to the highest bidder, at the South door of the Jasper County Courthouse, in Joplin, Missouri, for cash, first giving 20 days' notice of the time, terms and place of sale, and the property to be sold, by advertisement in some newspaper printed and published in said County, and upon such sale shall execute and deliver a deed in fee simple of the property sold to the purchaser or purchasers thereof, and receive the proceeds of said sale; and any statement of facts or recitals by the said Trustee or any person assuming to act as successor to him, in relation to the nonpayment of the money secured or agreed to be paid or default in or breach of any condition, covenant, or agreement herein, the advertisement, sale receipt of the money, appointment as successor or happening of any fact preliminary to the succession as Trustee of such person, shall be received as prima facie evidence of such facts and such trustee shall out of the proceeds of said sale, pay, first the costs and expense of executing this trust, including legal compensation to the Trustee for his services, and a reasonable attorney's fee, which shall be immediately due upon the first publication of sale aforesaid; and next he shall apply the proceeds remaining over to the payment of taxes, insurance and statutory lien claims paid by the holders of said indebtedness, and interest thereon as aforesaid, and next to the payment of said debt and interest, or so much thereof as remains unpaid, and the remainder of any, shall be paid to the persons legally entitled thereto; and in case any suit is instituted for the foreclosure of this Deed of Trust GRANTOR a reasonable sum as attorney's fees, which shall also be payable upon institution of said suit and a decree and judgment may be rendered for the payment of said sum out of the proceeds of sale upon foreclosure, or otherwise, in addition to the taxable costs of such suit. And upon default in performance of the agreements herein, or payment of any moneys hereby secured, in case of foreclosure by suit, by the holder of said indebtedness, or any part thereof, a receiver to take possession of and collect the rents and profits of said lands shall be appointed as a matter of right, at the instance of holder or holders of said indebtedness or any part thereof.

And it is further provided and agree that without such death, absence, refusal or inability to act, of TRUSTEE the GRANTEE, or any legal holder of said note or notes, or the attorney in fact of either of them, may by writing, signed and acknowledged with or without the consent of TRUSTEE, and at any time appoint a successor other than said sheriff, as trustee in his stead or place, who shall thereupon become vested with all the estate, interest, power and rights in or concerning said lands or property, or any part thereof, by this deed granted to or vested in TRUSTEE.

And it is further agreed that TRUSTEE or successor may sell or convey said property under the power aforesaid, although TRUSTEE or such successors been, may now be, or may hereafter at any time be, the agent or attorney of GRANTEE or the holder of said notes, and all right or equity of redemption shall upon such sale cease and be thereby determined notwithstanding TRUSTEE be such attorney or agent, and whether the holder of said notes of some other person be purchaser at such sale.

And until some default in the condition hereof occurs, the TRUSTEE lets and demises said premises to GRANTOR, for which said GRANTOR agrees to pay the sum of one cent per month. And GRANTOR further agrees that should default occur and sale under this deed be made, then

upon such sale GRANTOR, or the then owner or occupant of said property, shall become the tenant of the purchaser thereat of said property from month to month at a rental of one cent per month.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

Able Manufacturing & Assembly, LLC

_____

By: Dan Hillenbrand, Managing Member

STATE OF _____ )
) ss.
COUNTY OF _____ )

Now on this _____day of _____, 2018 before me, a Notary Public, personally appeared Dan Hillenbrand, to me personally known, who being by me duly sworn did say that he is the managing member of Able Manufacturing & Assembly, LLC, an Indiana Limited Liability Company, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members, and said Dan Hillenbrand acknowledged said instrument to be the free act and deed of said Able Manufacturing & Assembly, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____

Notary Public

My Commission Expires:

# PROMISSORY NOTE

| | |
|---|---|
| DATE OF NOTE: | May _____, 2018 |
| PRINCIPAL INDEBTEDNESS: | $715,000.00 |
| NAME OF MAKER: | Able Manufacturing & Assembly, LLC, an Indiana Limited Liability Company |

FOR VALUE RECEIVED, and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Able Manufacturing & Assembly, LLC (hereinafter referred to as "Maker"), promise to pay to the City of Joplin, Missouri, a Municipal Corporation, the sum of Seven Hundred Fifteen Thousand and 00/100 Dollars ($715,000.00) due and payable as follows:

Makers shall repay the loan according to the following schedule. The effective date of the loan shall be May _____, 2018. For each year after the effective date, "effective date" shall mean the same day on the successive years.

a. Year 1. Makers shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 1, Makers shall make a $65,000.00 principal reduction payment.
b. Year 2. Makers shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 2, Makers shall make a $65,000.00 principal reduction payment.
c. Year 3. Makers shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 3, Makers shall make a $125,000.00 principal reduction payment.
d. Year 4. Makers shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 4, Makers shall make a $150,000.00 principal reduction payment.
e. Year 5. Makers shall pay quarterly interest payments amortized at a rate of 3.5% interest, payable every three months from the effective date. At the end of Year 5, Makers shall repay the remaining balance of the loan in full.

Makers are given the right to prepay all or any part of this Note at any time without penalty.

The payment of this Promissory Note is secured by the lien of a Deed of Trust (the "Deed of Trust) of even date herewith on certain real estate and improvements, situate, lying and being in the County of Jasper, State of Missouri, to-wit:

**TRACT 1**: A TRACT OF LAND IN THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) AND THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER

(NW ¼) OF SECTION 8, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8; THENCE SOUTH 40.0 FEET TO THE PRESENT SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 66; THENCE WEST ALONG THE PRESENT SOUTH RIGHT-OF-WAY LINE 1216.35 FEET TO THE CENTER LINE OF A 40 FOOT ROADWAY; THENCE SOUTH ALONG THE CENTER LINE OF SAID 40 FOOT ROADWAY 287.0 FEET TO THE POINT OF BEGINNING; THENCE EAST 193 FEET; THENCE SOUTH 350 FEET; THENCE WEST 521.50 FEET; THENCE NORTH 397.25 FEET; THENCE EAST 120 FEET; THENCE SOUTH 47.25 FEET; THENCE EAST 208.50 FEET TO THE POINT OF BEGINNING.

**TRACT 1A**: TOGETHER WITH A 40 FOOT ROADWAY EXTENDING SOUTH FROM THE PRESENT U.S. HIGHWAY 66 AND TO THE ABOVE-DESCRIBED REAL ESTATE (TRACT 2) WHICH ROADWAY IS IN THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 8, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI, AND MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 8; THENCE SOUTH 40 FEET, THENCE WEST ALONG THE PRESENT SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 66, 1216.35 FEET TO THE CENTER LINE OF THE ROADWAY, THE POINT OF BEGINNING; THENCE SOUTH ALONG THE CENTER LINE OF SAID ROADWAY 287.0 FEET; THE ROADWAY TO BE 40 FEET WIDE, 20 FEET ON EITHER SIDE OF THE ABOVE-DESCRIBED CENTER LINE.

Tract 2: All of a tract of land described as Commencing at the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, thence West along the North line of said Section 8, a distance of 1236.35 feet, thence South 217.0 feet to the Point of Beginning, thence South 110.0 feet, thence West 188.50 feet, thence North 110.0 feet, thence East along the South line of a 50 foot roadway easement 188.50 feet to the Point of Beginning.

Tract 2A: Together with a perpetual roadway right-of-way to run with the above described real estate for ingress and egress over the existing roadway to the North of buyer, owned by Sunray Services, Inc., described as Beginning at a point approximately 1236.35 feet West and 217 feet South of the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, thence West 188,50 feet, thence North 50 feet, thence East 188,50 feet, thence South 50 feet to the Point of Beginning,

Also, together with a roadway right-of-way for ingress and egress over the existing roadway to the East of buyer presently owned by Ably Body Corporation described as Beginning at a point of approximately 1216.35 feet West and 167 feet South of the Northeast corner of the Northwest Quarter of Section 8, Township 27, Range 33, Jasper County, Missouri, which point marks the North boundary of the centerline of the roadway, thence South along the centerline of said roadway160 feet, said roadway being 40 feet wide, 20 feet on either side of the above described centerline.

Grantor herein states Linda G. Sill died October 10, 2012 and at the time of her death, her marriage to Ralph D. Sill was subsisting and they have never been divorced.

Subject to easements and restrictions of record, if any.

Payment of this Note is also secured by a second in priority security interest in all of Maker's assets, including, but not limited to, goods, including consumer goods, farm products, inventory, and equipment, documents, instruments, including promissory notes and all other instruments, chattel paper, investment property, deposit accounts, accounts, general intangibles, including software, payment intangibles, and all other general intangibles, money, letter-of credit rights, and commercial tort claims. All of Debtor's assets includes proceeds and after acquired property, pursuant to the terms of a Security Agreement, both executed concurrently herewith.

Should Makers fail to pay the principal when due or should Makers violate or fail to perform in accordance with the terms and provisions of this Note, Makers shall be in default hereunder and the entire principal balance of this Note shall become immediately due and payable in full at the option of the Holder of this Note.

The Makers, sureties, endorsers and guarantors of this Note waive presentment for payment, notice of non-payment, protest and notice of protest, and diligence in bringing suit against any party hereto, and consent that time of payment may be extended without notice thereof, and further agree that if payment of this Note shall not be made as herein provided and the same is placed in the hands of an attorney at law for collection, to pay all costs of collection, including reasonable attorney's fee.

**ABLE MANUFACTURING & ASSEMBLY, LLC**, an Indiana
Limited Liability Company

_____

By: Dan Hillenbrand, Managing Member

"MAKER"

STATE OF _____ )
) ss.
COUNTY OF _____ )

Now on this _____day of _____, 2018 before me, a Notary Public, personally appeared Dan Hillenbrand, to me personally known, who being by me duly sworn did say that he is the managing member of Able Manufacturing & Assembly, LLC, an Indiana Limited Liability Company, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members, and said Dan Hillenbrand acknowledged said instrument to be the free act and deed of said Able Manufacturing & Assembly, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public

My Commission Expires:

COUNCIL BILL NO. 2018-020 ORDINANCE NO.

AN ORDINANCE approving an Amended Loan Recipient Agreement by and between the City of Joplin, Missouri, and Able Manufacturing & Assembly, LLC., providing for the loan of up to Seven Hundred Fifteen Thousand Dollars, No Cents ($715,000.00) from the Economic Development Fund**;** authorizing the City Manager to execute the Amended Loan Recipient Agreement and other appropriate documents as required therein, by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the Council of the City of Joplin, Missouri, desires to continue to provide certain economic development incentives to Able Manufacturing & Assembly, LLC, for the purpose of providing Able Manufacturing & Assembly, LLC., with certain bridge-financing arrangements for a short term basis; and

WHEREAS, the City desires to continue to utilize certain Economic Development funds, with said funds to be utilized in bridge-financing assistance for Able Manufacturing & Assembly, LLC.

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

Section 1. That the Amended Loan Recipient Agreement by and between the City of Joplin, Missouri, and Able Manufacturing Assembly, LLC., a true and accurate copy, or copy in substantially similar form, being attached hereto and incorporated herein as Exhibit "A", be and the same is, hereby approved.

Section 2. That the Council of the City of Joplin does hereby appropriate the sum of Seven Hundred Fifteen Thousand Dollars, No Cents ($715,000.00) from the Economic Development Fund to be utilized to provide certain bridge-financing assistance to Able Manufacturing Assembly, LLC, on a short-term basis.

Section 3. That the City Manager is hereby authorized and directed to execute the attached Loan Recipient Agreement, or, said Agreement in substantially similar form, upon recommendation by the City Attorney, by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance, dealing with the appropriation of funds of the City of Joplin, is an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its adoption and approval.

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

day of _____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: May 21, 2018**
**Council Bill No. 2018-119**

## Item: Change order with Emery Sapp & Sons for the Resurfacing of Streets 2018.

## Originating Department: Public Works – Engineering

Attachments: 1) Change Order
2) Council Bill No. 2018-119

| | |
|---|---|
| Public Works: David Hertzberg | Date: |
| Finance Department: Leslie Haase | Date: |
| City Attorney: Peter C. Edwards | Date: |
| City Manager: Samuel L. Anselm | Date: |

**Recommended Action:** Approval of a change order with Emery Sapp & Sons in the amount of Two Hundred Thirty-Six Thousand Nine Hundred Twenty-nine and 84/100 dollars ($236,929.84) to add additional streets to the current contract.

**Background**: The City budgeted $2,100,000.00 for the resurfacing of streets. The engineering estimate for the project was $1,955,827.29. In March of 2018 a contract was awarded to the low bidder Emery Sapp & Sons in the amount of $1,719,134.59. One change order has been added in the amount of $27,941.28 for an additive to reduce raveling and stripping caused by pavement exposure to water.

**Discussion:** Due to the increase in oil prices the City staff feels that the prices for 2019 will be much higher than the 2018 contract. The contractor has agreed to add additional streets in the amount of $264,871.12 making the total spent for this contract $1,984,005.71. The streets being added are in need of repair and by paving them now the City will be able to prevent higher maintenance and repair costs in the future.

**Recommendation:** City staff recommends approval of a change order with Emery Sapp & Sons in the amount of Two Hundred Thirty-Six Thousand Nine Hundred Twenty-nine and 84/100 dollars ($236,929.84) for additional streets to the current contract be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

**COUNCIL BILL NO. 2018-119** **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into a change order for the 2018 Resurfacing Project in the amount of Two Hundred Thirty-Six Thousand Nine Hundred Twenty-nine and 84/100 dollars ($236,929.84); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Emery Sapp & Sons for the 2018 Resurfacing Project; in the amount of Two Hundred Thirty-Six Thousand Nine Hundred Twenty-nine and 84/100 dollars ($236,929.84), a true and accurate copy of said change order being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. Upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Transportation Sales Tax Fund.

Section 4 That the City hereby declares that this Ordinance dealing with 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 as such, this Ordinance shall become effective immediately upon its passage.

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

_____, 2018 by a _____ vote.

_____

ATTEST: Gary L. Shaw, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

# CHANGE ORDER

Change Order No. 2

Sheet No. _____ of _____

County_____

Route_____

To Emery Sapp & Sons Contractor **Project**

You are hereby directed to make the following changes from the contract. Job No. Resurfacing 2018

❖❖❖

Name

_____

Department / Title

5. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

| | | | |
|---|---|---|---|
| 1. CONTRACT AMOUNT | | $1,719,134.59 | The Terms of Settlement outlined above are hereby agreed to. |
| 2. OVERRUN THIS ORDER | $ | 236,929.84 | CONTRACTOR |
| 3. OVERRUN PREVIOUS | $ | 27,941.28 | |
| 4. TOTAL OVERRUN TO DATE | $ | $ 264,871.12 | by :_____ |
| 5. TOTAL | | $1,984,005.71 | Date |

Emergency Provisions of Change Order Policy Used YES □ NO □ Date approved _____

Reason for Emergency and description of work approved _____

_____ _____ _____ _____

SUBMITTED ENGINEER DATE *APPROVAL DIRECTOR OF FINANCE DATE

_____ _____ _____ _____

APPROVAL PROJECT MANAGER DATE *APPROVAL CITY MANAGER DATE

_____ _____

APPROVALSUPERVISOR/ ENGINEERING REVIEWER DATE *When applicable.

_____ _____

APPROVAL OF DEPARTMENT HEAD DATE

COUNCIL BILL NO. 2018 – 357 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 725 Murphy Ave. in the City of Joplin, Missouri, for Two Thousand and 00/100 Dollars ($2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B & D Yardbuilders in the amount of Two Thousand and 00/100 Dollars ($2,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 725 Murphy Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 725 Murphy Ave. and legally described as:

ALL OF LOT NUMBERED SIXTY-TWO (62) IN BYERS & MURPHY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

| | | | |
|---|---|---|---|
| CLOSING DATE: | 27-Apr-2018 | DEPT: | Public Works |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:20 AM | BID OPENED BY: | Kim Newhouse |
| Boarding & Securing Bldg. | | LOCATION: | 725 S. Murphy Ave. |

| COMPANY | BIDS |
|---|---|
| B & D Yardbuilders | $2,000.00 |
| | |
| Big John's Heavy Equipment | $4,500.00 |
| | |
| Jordan Disposal | NO BID |
| | |
| Nelson's Enterprises | $3,449.00 |
| | |
| Wolf Landscaping | NO BID |




COUNCIL BILL 2018-357
725 Murphy Ave.







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date May 21, 2018

Item: COUNCIL BILL NO. 2018-357
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 357
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with B & D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 725 Murphy Ave.

Summary: The above listed address was "tagged" as a dangerous building on January 19, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 13, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on April 27, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

| | |
|---|---|
| Nelson Enterprises | $ 3,449.00 |
| B&D Yardbuilders | $ 2,000.00 |
| Big John's | $ 4,500.00 |

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition removal contract be awarded to B & D Yardbuilders for $ 2,000.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

| | | | |
|---|---|---|---|
| CLOSING DATE: | 27-Apr-2018 | DEPT: | Public Works |
| STARTING TIME | 10:00 AM | | |
| CLOSING TIME: | 10:20 AM | BID OPENED BY: | Kim Newhouse |
| Boarding & Securing Bldg. | | LOCATION: | 727 S. Murphy Ave. |

| COMPANY | BIDS |
|---|---|
| B & D Yardbuilders | $2,000.00 |
| | |
| Big John's Heavy Equipment | $4,500.00 |
| | |
| Jordan Disposal | NO BID |
| | |
| Nelson's Enterprises | $3,299.00 |
| | |
| Wolf Landscaping | NO BID |


COUNCIL BILL 2018-358
727 MURPHY AVE.







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date May 21, 2018

Item: COUNCIL BILL NO. 2018-358
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2018- 358
2) Photograph of Property
3) Bid Tabulation

Building Regulations: Bryan Wicklund
Planning and Community Development Manager: Troy Bolander
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Approval of Contract with B & D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 727 Murphy Ave.

Summary: The above listed address was "tagged" as a dangerous building on January 19, 2018. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 13, 2018, an advertisement for bids was published in the Joplin Globe with bids being received on April 27, 2018 for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

| | |
|---|---|
| Nelson Enterprises | $ 3,299.00 |
| B&D Yardbuilders | $ 2,000.00 |
| Big John's | $ 4,500.00 |

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

Recommendation: City Staff recommends that the demolition removal contract be awarded to B & D Yardbuilders for $ 2,000.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2018 – 358 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B & D Yardbuilders for the demolition of the structure(s) and clearing of lot area located at 727 Murphy Ave. in the City of Joplin, Missouri, for Two Thousand and 00/100 Dollars ($2,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B & D Yardbuilders in the amount of Two Thousand and 00/100 Dollars ($2,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 727 Murphy Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 727 Murphy Ave. and legally described as:

ALL OF LOT NUMBERED SIXTY-THREE (63) AND SIXTY-FOUR (64) IN BYERS & MURPHY'S SECOND ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12 (1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2018, by a _____ vote.

_____
Gary L. Shaw – Mayor

ATTEST:

_____
Barbara J. Gollhofer – City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Fifth Amendment to the Community Development Block Grant Disaster Recovery (CDBG-DR) Sub-Recipient Agreement
Between
The City of Joplin and Joplin Area Chamber of Commerce Foundation (JACCF)

This Fifth Amendment to the Community Development Block Grant- Disaster Recovery (CDBG-DR) Sub-Recipient Agreement between the City of Joplin (the City) and the Joplin Area Chamber of Commerce Foundation (JACCF) executed on December 23, 2015 is made and entered into as of ____ day of May, 2018.

RECITALS

1. FOR VALUE RECEIVED, the parties amend their agreement dated December 15, 2015 and all subsequent amendments thereto in each and all of the following respects:

*Edits on Page 4*

E. Staffing is amended and restated as follows:

| **Staff Member & Title** | **General Project Duties** |
|---|---|
| **Mark Turnbull**, President / Chief Financial Officer | Authorized Signatory/Project Supervision |
| **Tonya Sprenkle,** Vice President and Secretary | Project Supervision |
| **Loni Smith,** Director of Entrepreneurship & Small Business | Project Supervision |

*Edits on Page 5*

III. **Budgets – Development & Operation**, amended and restated as follows:

The Grantee will reimburse the Sub-Recipient for not more than Three Million Nine Hundred Fifteen Thousand ($3,915,000.00) Dollars to purchase and renovate the proposed approximately 51,000sq. ft. building for the development of an advanced training and business incubator facility.

The budget has been increased by Two Hundred Ten Thousand ($210,000.00) Dollars to cover costs associated with rehabilitation of the existing roof. A copy of the amended project budget is included as Exhibit A. No additional Community Development Block Grant – Disaster Recovery (CDBG-DR) grant funds will be available to reimburse for costs associated with the repair or furnishings of the Advanced Training & Technology Center (see Exhibit B).

2. In all other respects, the parties affirm, ratify and readopt the original terms and provisions of their agreement dated December 15, 2015 and all subsequent amendments thereto.

IN WITNESS WHEREOF, the Parties have executed this amendment as

Date_____

City of Joplin, Missouri

Signature: _____

Troy Bolander

Planning, Development & Neighborhood Services

Director

Joplin Area Chamber of Commerce Foundation

Signature: _____

Mark Turnbull

President

Exhibit A – Project Budget

## Advanced Training Center Phase I

| Description | Vendor | Original Committed | Change Orders | Committed to Date | Completed & Stored | Retainage | Expenditures | EAC | ETC |
|---|---|---|---|---|---|---|---|---|---|
| | | A | B | C=A+B | F | G=F*% | H=F-G | I=C+D+E | J=I-H |
| **Sub-Recipient** | | | | | | | | | |
| City | **JACCF** | $ 3,705,000.00 | $ 210,000.00 | $ 3,915,000.00 | $ 3,656,661.40 | $ 82,094.98 | $ 3,574,566.42 | $ 3,915,000.00 | $ 340,433.58 |
| **Total SR Budget** | | **$ 3,705,000.00** | **$ 210,000.00** | **$ 3,915,000.00** | **$ 3,656,661.40** | **$ 82,094.98** | **$ 3,574,566.42** | **$ 3,915,000.00** | **$ 340,433.58** |

Exhibit B - MOU

# CDBG-DR MEMORANDUM OF UNDERSTANDING BETWEEN

# THE CITY OF JOPLIN

# AND THE

# JOPLIN AREA CHAMBER OF COMMERCE FOUNDATION

THIS MEMORANDUM OF UNDERSTANDING (MOU) entered into this ____ day of May, 2018 by and between the City of Joplin (herein called "the City") and the Joplin Area Chamber of Commerce Foundation (herein called "JACCF").

WHEREAS, the City has applied for and received funds from the Federal Government, U.S. Department of Housing and Urban Development (HUD) under the Disaster Relief Appropriations Act of 2011, Public Law 113-2 Federal Award ID# B-13-MS-29-0001; and

WHEREAS, the City has previously entered into a Sub-Recipient Agreement with the JACCF, in an amount not to exceed Three Million Seven Hundred Five Thousand Dollars ($3,705,000), to fund the purchase and renovation of an approximately 51,000 sq. ft. building for the development of an advanced training and business incubator center; and

WHEREAS, the JACCF has requested additional funds to perform a roof replacement on the existing facility; and

WHEREAS, Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) at 42 U.S.C. 5155 states any program providing financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or other entity will receive such assistance with respect to any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source; and

WHEREAS, the City has calculated a potential Duplication of Benefits (DOB) in the amount of $10,201.76 which will not be reimbursed by the City through the CDBG-DR program; and

WHEREAS, the City intends to reimburse the JACCF for additional costs associated with the roof rehabilitation in an amount not to exceed Two Hundred Ten Thousand ($210,000) Dollars; and

WHEREAS, no additional CDBG-DR funds will be made available to the JACCF for any additional costs associated with the acquisition or renovation of the Advanced Training & Technology Center following the roof rehabilitation.

NOW, THEREFORE, it is understood between the parties hereto that;

The JACCF will be responsible for the administration of additional Community Development Block Grant – Disaster Recovery (CDBG-DR) grant funds in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The City will reimburse the JACCF, through amendment 5, an additional amount not to exceed Two Hundred Ten Thousand ($210,000.00) Dollars for the procurement of a general contractor to perform a roof rehabilitation on the existing Advanced Training & Technology Center.

IN WITNESS WHEREOF, the Parties have executed this MOU as

Date_____

City of Joplin, Missouri

Signature: _____

Troy Bolander

Planning, Development & Neighborhood Services

Director

Joplin Area Chamber of Commerce Foundation

Signature: _____

Mark Turnbull

President

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: May 21, 2018

Item: CDBG-DR Joplin Area Chamber of Commerce Foundation Sub-Recipient Agreement Amendment #5 & Memorandum of Understanding
Originating Department: Planning, Development & Neighborhood Services

Attachments: 1) Council Bill No. 2018-410
2) CDBG-DR Sub-Recipient Agreement Amendment & Memorandum Of Understanding (MOU)

Planning, Development & Neighborhood Services Director: Troy Bolander
Finance Director: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Sam L. Anselm

Recommended Action: Approval of Council Bill No. 2018-410

INTRODUCTION:
The following Council Bill is for a sub-recipient agreement amendment and MOU between the City of Joplin and the Joplin Area Chamber of Commerce Foundation (JACCF) to provide additional funding to perform a roof rehabilitation on the existing Advanced Training & Technology Center (ATTC). Funds will be moved from underruns in ATTC Phase II (equipment procurement) to ATTC Phase I (facility purchase & renovation). City Council previously approved this activity in the Round II Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 7 to the Initial Action Plan on December 4, 2014.

DISCUSSION:
The ATTC is currently operational with several active tenants including Crowder College and the Workforce Investment Board. Crowder College is providing courses within the ATTC including Welding, Advanced Manufacturing as well as Computer Aided Drafting (CAD) and Computer Networking Services (CNS) classes. The Workforce Investment Board is key in enriching the region's economy by preparing the local workforce to meet industry needs. Additionally, the ATTC has dedicated incubator space for local start-up businesses and entrepreneurs to take advantage of affordable, flexible space along with a variety of office and professional services.

This project has been achieved through two separate phases; Phase I involved the purchase and renovation of the facility, while Phase II included the purchase of the necessary furniture, fixtures and equipment to furnish the facility. Both phases were undertaken by the JACCF through two separate sub-recipient agreements. The JACCF received $2,470,000 to purchase the required Furniture, Fixtures & Equipment to furnish the facility as part of ATTC Phase II. Of this, the JACCF has uncommitted funds in excess of $300,000. This amendment will move $210,000 (from Phase II underruns) to ATTC Phase I to support a full roof rehabilitation. Upon project completion, the JACCF will have spent $3,915,000 in CDBG-DR funds on the facility and associated Phase I repairs. The MOU has been included to further state that upon completion of the roof rehabilitation, the project will be considered complete and no additional CDBG-DR funds will be available for reimbursement from the City.

RECOMMENDATION:

City Staff recommends the approval of this Council Bill to approve Amendment #5 and the MOU between the City of Joplin and the Joplin Area Chamber of Commerce Foundation. Therefore, the City hereby declares that based on Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2018-410 ORDINANCE NO.

AN ORDINANCE: authorizing the City of Joplin to execute a Sub-Recipient Agreement Amendment and Memorandum of Understanding with the Joplin Area Chamber of Commerce Foundation to provide additional funds necessary to rehabilitate the roof at the existing Advanced Training and Technology Center through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in the amount not to exceed Two Hundred Ten Thousand and 00/100 Dollars ($210,000.00); authorizing the City Manager, or his designee, the Director of Planning, Development, and Neighborhood Services to execute same on behalf of the City and containing an emergency clause.

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

WHEREAS, there was a negative economic impact, including job loss, due to the effects of the Tornado; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin has allocated CDBG-DR grant assistance to the Joplin Area Chamber of Commerce Foundation for the purchase and renovation of an Advanced Training & Technology Center; therefore,

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

Section 1. That the City execute a Sub-Recipient Agreement Amendment by and between the City of Joplin and the Joplin Area Chamber of Commerce Foundation for repairs associated with a full roof recovery at the existing Advanced Training & Technology Center in the amount not to exceed Two Hundred Ten Thousand and 00/100 Dollars ($210,000.00), said Agreement being attached hereto and incorporated by reference as Exhibit A.

Section 2. That the City Manager, or his designee, is hereby authorized to execute said Agreement, or in substantially similar form thereto, for and on behalf of the City of Joplin.

Section 3. That this Ordinance dealing with 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 same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance requires the City of Joplin to initiate public improvement planning and rehabilitation of Advanced Training & Technology Center roof through the CDBG-DR II grant award from the U.S Department Housing and Urban Development.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: MAY 21, 2018**

**ITEM: COUNCIL BILL NO. 2018-507**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**

**ATTACHMENTS: 1) Exhibit "A" 1717 Market Place TIF Amendment**

**Finance Director: Leslie Haase**
**Community Planning Director: Troy Bolander**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

**INTRODUCTION:**
This Council Bill approves the first amendment to the 1717 Market Place TIF Agreement.

**DISCUSSION:**
On January 10, 2005, the City Council adopted the 1717 Market Place Tax Increment Financing Plan (the "Redevelopment Plan") by Ordinance No. 2005-006, designated the Redevelopment Area, designated 1717 Market Place, LLC, as the developer of the redevelopment projects included in the Redevelopment Plan, and authorized the City to enter into a TIF Redevelopment Agreement with the developer. A Transportation Development District ("TDD") was subsequently formed in this same area and began levying a one-eighth percent (0.125%) sales tax for use along with TIF revenues to fund reimbursement of a portion of the project costs.

In the late summer of 2012, the developer filed bankruptcy. During 2013, the bankruptcy court ordered the City to make the TIF reimbursement payments owed to the developer to a receivership for the bank holding the loan on the development. The receivership then placed the property and the TIF/TDD revenue stream up for auction on May 19, 2014. As a result of the auction, the court approved the assets to be split and sold to three different buyers. The successful bidder for the TIF/TDD revenue stream was WBB, LLC. As set forth in the Redevelopment Agreement, the City approved the sale and entered into an Agreement to Transfer Repayment Rights that also required WBB, LLC, to comply with certain requirements of the Redevelopment Agreement.

The development in this TIF is mostly complete. However, there is one major piece of the development that is not complete. The 15th Street access easement from Rangeline Road to the Walmart property has not been built to City street specifications and dedicated to the City as contemplated by the Redevelopment Plan and Redevelopment Agreement.

Over the past year and a half, City staff worked with WBB, LLC, and the City Council regarding options for completing the construction of 15th Street. The projected costs for this work were more than the amount set forth in the Redevelopment Plan, the Redevelopment Agreement, and the Agreement to Transfer Repayment Rights with WBB. After evaluating the options, staff and the City Council concluded that in order to complete the construction in the most cost effective manner, without incurring additional interest costs, and in a timely

manner, the City, rather than WBB, should complete the 15th Street improvements and be reimbursed by the TIF/TDD revenues from the project.

On February 5, 2018, the Council approved an addendum to the Agreement to Transfer Repayment Rights with WBB removing their requirement to complete the 15th Street improvements. At this same time, the Council determined that the City should assume responsibility for completing this work and directed staff to prepare an amendment to the Redevelopment Plan to increase the budget for the project in an amount sufficient to cover the projected costs.

The First Amendment to the Redevelopment Plan revises various sections of the text of the Redevelopment Plan and Exhibit 3 Detail of Project Costs to reflect the increased costs associated with the 15th Street improvements. The estimated cost for the City to complete these improvements is $2 million. There are some additional funds remaining in the approved TIF budget that have not been certified to date. The increased costs for the improvements beyond the amount of additional funds remaining in the approved TIF budget total $1,719,459 divided among the following budget categories:

| | |
|---|---|
| Property Acquisition – Right of Way Acquisition | $ 500,000 |
| Street Improvements – Street Improvement | 1,200,000 |
| Financing Costs | 19,459 |

It should be noted that the increase in Financing Costs is to reimburse WBB, LLC, for the final amount of financing costs they have incurred. As a part of this amendment and the amended agreement with WBB, LLC, their reimbursable costs are capped at $3,973,506.00. All costs related to the 15th Street improvements will be paid up front by the City and reimbursed from TIF/TDD revenues. WBB, LLC will be reimbursed in full first, followed by reimbursement to the City. The City is not seeking any reimbursement for financing costs associated with its advancing the necessary funds to complete the 15th Street improvements. In addition, the First Amendment revises the Redevelopment Plan to reflect the currently projected timeframe for final repayment of all reimbursable project costs to WBB and the City in 2023, which is approximately 6 years ahead of the 23 years allowed under the TIF statutes.

The 15th Street improvements include the following:

- Improvements to the east intersection of 15th Street and Rangeline Road

- Building a street that meets City specifications, including curb and gutter, from the intersection of 15th Street and Rangeline Road east to the Wal-Mart parking lot

The TIF Commission held a public hearing on April 12, 2018 on the TIF amendment. There were no public comments about the amendment. The Commission unanimously approved the amendment at the meeting. With approval of this bill, it is anticipated that right-of-way acquisition will begin immediately, with utility relocation occurring in 2019 and construction starting in the spring of 2020. Completion of the 15th Street improvements as contemplated by the Redevelopment Plan is an important part of the overall project and the redevelopment of the remaining vacant lots in this TIF District.

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

COUNCIL BILL NO. 2018-507 ORDINANCE NO.

AN ORDINANCE approving the First Amendment to the 1717 Market Place Tax Increment Financing Plan and containing an emergency clause.

WHEREAS, on January 10, 2005, the City Council of the City of Joplin (the "City") adopted Ordinance No. 2005-006 approving the 1717 Market Place Tax Increment Financing Plan (the "Redevelopment Plan") pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo., (the "Act"); and

WHEREAS, on February 5, 2018, the City Council directed City staff to prepare an amendment to the Redevelopment Plan to increase the budget to provide necessary funding for the City to complete the 15th Street Improvements as contemplated by the Redevelopment Plan; and

WHEREAS, thereafter City staff prepared the First Amendment to the 1717 Market Place Tax Increment Financing Plan (the "First Amendment") as directed by the City Council; and

WHEREAS, pursuant to the Act, City staff on behalf of the Joplin Tax Increment Financing Commission (the "Commission") notified the affected taxing jurisdictions of their right to designate representatives to serve as members of the Commission for the purpose of conducting a public hearing and making recommendations with respect to the First Amendment to the City Council; and

WHEREAS, the Joplin School District designated two representatives, Jasper County designated two representatives, and the other affected taxing jurisdictions designated a representative to serve as members of the Commission; and

WHEREAS, notice of a public hearing on April 12, 2018, before the Commission to discuss the proposed First Amendment was provided in accordance with the provisions of the Act; and

WHEREAS, the public hearing was opened by the Commission on April 12, 2018, and all interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed First Amendment and, on said date, the Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, closed the public hearing and voted to adopt a resolution recommending to the City Council that the First Amendment be approved and adopted; and

WHEREAS, the City Council having considered the evidence and testimony submitted at the Commission public hearing and the recommendation of the Commission, desires to approve the First Amendment.

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

Section 1. That the First Amendment to the 1717 Market Place Tax Increment Financing Plan,

dated March 16, 2018, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

Section 2. That this Ordinance, being an Ordinance dealing with public improvements and expenditures, is an emergency within the meaning of Section 2.12(3)(4) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such shall become effective immediately upon its approval and passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

**EXHIBIT "A"**

# FIRST AMENDMENT

# TO THE

# 1717 MARKET PLACE

# TAX INCREMENT FINANCING PLAN

**Joplin, Missouri**

**March 16, 2018**

**FIRST AMENDMENT TO THE**
**1717 MARKET PLACE TAX INCREMENT FINANCING PLAN**

March 16, 2018

The 1717 Market Place Tax Increment Financing Plan approved on January 10, 2005, by the City Council of the City of Joplin, Missouri, by Ordinance No. 2005-006, is hereby amended as follows:

1. The third paragraph in Article I. INTRODUCTION, page 5, is revised to read as follows:

   The aggregate Redevelopment Project costs are estimated at approximately Thirty-three Million Dollars ($33,000,000), including professional service costs (including architect, engineer, special consultant and attorney fees), but excluding financing costs (and excluding financing carry during construction).

2. The first sentence of the last paragraph in Article I. INTRODUCTION, page 6, is revised to read as follows:

   It is anticipated that the Reimbursable Project Costs for the Redevelopment Project will be fully reimbursed in approximately the year 2023.

3. The first paragraph of Section A. Projected Redevelopment Project Costs. in Article VIII. FINANCING PLAN, page 14, is revised to read as follows:

   A. Projected Redevelopment Project Costs. The total Redevelopment Project Costs (exclusive of Financing Costs) are estimated to be approximately Thirty-three Million Dollars ($33,000,000). The total Redevelopment Project Costs inclusive of Financing Costs are estimated to be in excess of Fifty-three Million Dollars ($53,000,000). Thus, the TIF Reimbursable Project Costs (exclusive of Financing Costs) amounting to $10,047,865 (also exclusive of TDD reimbursement) represents approximately 30% of the total Project Costs (also exclusive of Financing Costs).

4. The second sentence of Section C. of Article VIII. FINANCING PLAN, page 14, is revised to read as follows:

   It is anticipated that TIF Revenues generated by the completed Redevelopment Project will be sufficient to pay the Reimbursable Project Costs, and that the Reimbursable Project Costs will be fully repaid in approximately the year 2023.

5. Exhibit 3 Detail of Project Costs is amended as follows:

   The line item for “Right-of-way acquisition” in the “Property Acquisition” category is increased from $367,500 to $867,500 in both the “Total All Project Costs” column and

the “TIF Reimbursable Costs (Without TDD)” column. The subtotals for these columns in the “Property Acquisition” category are also increased accordingly.

A new line item titled “15th Street Improvements – Additional Costs” is added to the “Street Improvements” category in the amount of $1,200,000 in both the “Total All Project Costs” column and the “TIF Reimbursable Costs (Without TDD)” column. The subtotals for these columns in the “Street Improvements” category are also increased accordingly.

The “Redeveloper’s Financing Costs on the Above” line item is increased by $19,460 in both the “Total All Project Costs” column and the “TIF Reimbursable Costs (Without TDD)” column.

The “Total Costs (without Financing Costs)” and “Total Project Costs (including Financing)” line items are increased to reflect the increases noted above.

The projected year of completion in the last paragraph of Exhibit 3, page 3, is revised from 2018 to 2023.

City of Joplin City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: MAY 21, 2018**

**ITEM: COUNCIL BILL NO. 2018-508**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**

**Finance Director: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

## INTRODUCTION:

This Council Bill approves placing a use tax on tangible personal property on the ballot on August 7, 2018.

## DISCUSSION:

Following a Missouri Supreme Court ruling, *Craig A. Street vs. Director of Revenue,* local governments faced an issue in collecting sales taxes on purchases of titled property bought out-of-state. Prior to the ruling, people in Missouri paid local sales taxes on titled property purchases based on their physical residence rather than based on where they bought it. However under this ruling, courts indicated that in order to collect local taxes on titled property, the voters must authorize a titled property "use/sales" tax. After forming a citizen's task force to explore the options and help educate the public, our voters approved this tax in August of 2016.

However, the City doesn't currently have a local use tax in place that captures the local taxes on certain other purchases made out-of-state and brought into Joplin for use. A sales tax is imposed based on the ***location of the seller***, while a use tax applies to purchases made out-of-state and brought back ***for use*** in Missouri. Nearly half of all Missouri cities with populations of 2,000 or more already have a "use" tax in place. Here are some of the reasons a use tax is important:

- Levels the playing field between hometown merchants and out-of-state sellers
- Helps retain local businesses, in turn keeping local jobs in the area
- Preserves local economy
- Local use tax replaces the local sales tax that has been currently charged in these cases

The City of Joplin, along with Jasper County, Carl Junction, Webb City and Carthage put the use tax question to the voters in November of 2013. At that time, the effort failed in our local region, as well as across the state. Many communities have been addressing this issue over the last year or so, with a much higher success rate. This issue has become a priority for local governments as the prevalence of different purchasing methods has increased for consumers.

In February, Council formed a citizen's task force committee to explore placing the use tax in front of the Joplin voters. The task force met several times during February, March and April to discuss the issue. The committee presented three recommendations to the Council at a

work session in April as follows:

- Committee voted unanimously to recommend placing the use tax question before the voters in August
- Committee unanimously recommended no sunset provision for the use tax
- Committee voted unanimously to recommend to use proceeds from use tax in exact same manner as the 5 existing sales taxes (1% general, ½% general for public safety purposes, ½% transportation, ¼% parks/stormwater, 3/8% capital improvements)

The ordinance reflects the recommendation of the committee as discussed with the council at the recent work session.

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

COUNCIL BILL NO. 2018-508 ORDINANCE NO.

AN ORDINANCE of the City of Joplin, Missouri, imposing a use tax for general revenue purposes at the rate of two and five eighths percent ($2^{5/8}$%) for storing, using, or consuming within the City any article of tangible personal property pursuant to the authority granted by and subject to the provisions of Sections 144.600 through 144.761 RSMo; providing for the use tax to be repealed, reduced, or raised in the same amount as any city sales tax is repealed, reduced, or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the election called and to be held in the City on Tuesday August 7, 2018 and containing an emergency clause.

WHEREAS, the City has imposed local sales taxes, as defined in Section 32.085 RSMo, at the rate of $2^{5/8}$%; and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the local sales taxes in effect in the City; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal, county, or state general, primary, or special election;

WHEREAS, the Council of the City of Joplin, Missouri, has appointed a citizen committee to issue a recommendation regarding what action, if any, the Council should take on this issue, and the committee has recommended that the question be submitted to the voters; and

WHEREAS, it is deemed by the Council of the City of Joplin, Missouri, to be in the public interest to submit to the voters of the City of Joplin at an election to be held in the City on August 7, 2018, the question of whether or not the City shall extend a local use tax of $2^{5/8}$% for storing, using, or consuming within the City any article of tangible personal property.

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

Section 1. Pursuant to the authority granted by, and subject to, the provisions of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for storing, using, or consuming within the City any article of tangible personal property. This tax does not apply with respect to the storage, use, or consumption of any article of tangible personal property purchased, produced, or manufactured outside this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. The rate of the tax shall be two and five eighths percent ($2^{5/8}$%). If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced, or raised by the same action repealing, reducing, or raising the city sales tax.

Section 3. This tax shall be submitted to the qualified voters of Joplin, Missouri for their approval, as required by the provisions of Section 144.757 RSMo, at the election hereby called and to be held in the City on Tuesday August 7, 2018. The ballot of submission shall contain substantially the following language:

. . . . . .

OFFICIAL BALLOT

Election - Tuesday, August 7, 2018

PROPOSITION "A"

Shall the City of Joplin impose a local use tax at the same rate as the total local sales tax rate, currently two and five eighths percent ($2^{5/8}$%), provided that if any local sales tax is repealed, reduced, or raised by voter approval, the local use tax rate shall also be repealed, reduced, or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

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 4. Within ten (10) days after the approval of this ordinance by the qualified voters of Joplin, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

Section 5. That this Ordinance, being an Ordinance submitting a proposition to the voters, is an emergency within the meaning of Section 2.12(2) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018, by a vote of _____.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: MAY 21, 2018**

**ITEM: COUNCIL BILL NO. 2018-509**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENTS: 1) Copy of Council Bill with attached Schedule A**

**Department Head: Leslie Haase**
**City Attorney: Peter Edwards**
**City Manager: Sam Anselm**

**INTRODUCTION:**
This Council Bill amends the adopted 2017-2018 Budget of the City of Joplin.

**DISCUSSION:**
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the Police Department's budget and the insurance claim settlement revenue in the amount of $55,687 to replace two wrecked police cars.
- Amending the liability insurance budget in the amount of $47,097 to cover the city's cost of the replacement police cars after insurance settlements.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues in the amount of $55,687 and expenditures by $102,784.00.

**RECOMMENDATION:**
City Staff recommends this council bill be approved on an emergency basis.

**COUNCIL BILL NO. 2018-509** **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2017-2018 as adopted by Ordinance 2017-167 on October 16, 2017, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2017-167 on October 16, 2017, which estimated revenues and appropriated funds for the fiscal year 2017-2018, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2017-2018 budgeted appropriations as adopted by Ordinance 2017-167 be amended by increasing revenues by the total amount of Fifty-Five Thousand Six Hundred Eighty-Seven Dollars and No Cents ($55,687.00) and by increasing appropriations by the total amount of One Hundred Two Thousand Seven Hundred Eighty-Four Dollars and No Cents ($102,784.00) for the purposes and amounts as shown in Schedule A attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

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

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

of _____, 2018, by a _____vote.

_____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

# SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2017-2018 ADOPTED BUDGET
21-May-18

| FUND | ACTIVITY | ACCOUNT | DESCRIPTION | | REVENUES | EXPENDITURES |
|---|---|---|---|---|---|---|
| 001 | General Fund | | | | | |
| | General Fund | 001-0000-450-0604 | Insurance Claim Settlement | $ | 55,687 | |
| | Police Patrol | 001-5502-510-8210 | Motor Vehicles | | | 29,451 |
| | Police Investigations | 001-5503-510-8210 | Motor Vehicles | | | 26,236 |
| | Total General Fund | | | $ | 55,687 | 55,687 |
| 510 | Liability Insurance Fund | | | | | |
| | Liability Insurance | 510-7504-500-5305 | Judgments & Claims | | | 47,097 |
| | Total Liability Insurance Fund | | | $ | - | 47,097 |
| | Grand Total | | | $ | 55,687 | 102,784 |