COUNCIL AGENDA
December 4, 2017
6:00 P.M., Council Chambers

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

   1. Boy Scout Members Of St. Philip's Troop 333

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Jerrod Hogan, Tri State Area Contractors Association, Requests To Address Council Regarding The Proposed Fee Schedule.

7. **Public Hearings**

   1. Public Hearing Procedures

   2. Public Hearing For COUNCIL BILL NO. 2017- 014 Approving A Supplemental Plan For An Industrial Development Project Consisting Of The Acquisition, Construction, Improvement And Equipping Of A Frozen Foods Manufacturing Facility; Authorizing The City Of Joplin, Missouri To Issue Its Taxable Industrial Development Revenue Bonds In A Principal Amount Not To Exceed $10,035,000 To Finance Additional Project Costs; Authorizing And Approving Certain Documents; And Authorizing Certain Other Actions In Connection With The Issuance Of The Bonds.

   3. COUNCIL BILL NO. 2017-281
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-O and including in District R-3 property as described below and in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2017-281 MINUTES.PDF
      CB 2017-281 REPORT.PDF
      CB 2017-281 SUMMARY.PDF
      CB 2017-281.PDF

   4. COUNCIL BILL NO. 2017-282
      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-2 and including in District C-3 property as described below and located 1521 S. Broadway in the City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2017-282 MINUTES.PDF
      CB 2017-282 SUMMARY.PDF

CB 2017-282.PDF
CB 2017-282 STAFF.PDF

5. COUNCIL BILL NO. 2017-283
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating Memorial Hall as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 212 West 8th Street in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2017-283 STAFF.PDF
CB 2017-283 SUMMARY.PDF
CB 2017-283.PDF
CB 2017-283 MIN.PDF

8. Consent Agenda

1. Minutes Of The November 20, 2017 Council Meeting

Documents:

CC-NOV 20 MINS-.PDF

9. Resolutions

1. RS 2017-011
A RESOLUTION authorizing the City of Joplin to apply to the Missouri Development Finance Board (MDFB) for financing through the State Tax Credit for Contribution Program in support of the Empire Market Building Redevelopment Project.

Documents:

RS 2017-011 INFORMATION.PDF
RS 2017-011 SUMMARY.PDF
RS 2017-011.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2017-012
AN ORDINANCE approving a Donation Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Missouri Southern Foundation, dealing generally with the transfer of the former Joplin Public Library Building and Parking Lot property, by the City of Joplin to the Missouri Southern Foundation for the purpose of redevelopment; authorizing the City Manager to execute said Donation Agreement, and such other documents as may be necessary to complete the conveyance, by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

SUMMARY CB2017-012_MISSOURI SOUTHERN FOUNDATION-COJ_DONATION AGREEMENT_FORMER PUBLIC LIBRARY PROPERTY.PDF
CB2017-012 DONATION AGREEMENT_MISSOURI SOUTHERN FOUNDATION_COJ RE FORMER PUBLIC LIBRARY.PDF

DONATION AGREEMENT - CITY OF JOPLIN_MISSOURI SOUTHERN FOUNDATION (JOPLIN.._.PDF

2. COUNCIL BILL NO. 2017-013
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Barbara J. Gollhofer for the purpose of employing her as City Clerk for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

SUMMARY_CB2017-013_BARBARA GOLLHOFER_CITY CLERK EMPLOYMENT CONTRACT.PDF
CB2017-013_CITY CLERK EMPLOYMENT CONTRACT - BARBARA GOLLHOFER.PDF
CB2017-013-GOLLHOFER BARBARA-EMPLOYMENT AGREEMENT AS CITY CLERK-DECEMBER 2017.PDF

3. COUNCIL BILL NO. 2017-168
AN ORDINANCE approving a purchase order to G&H Redi Mix of Joplin, Missouri in the amount of Two Hundred Sixty-four Thousand One Hundred Twenty Five and 00/100 Dollars ($264,025.00) in the City of Joplin, Missouri; 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:

COUNCIL BILL 2017-168.PDF
CB 2017-168 BID TAB.PDF
CB 2017-168 RECOMMENDATION LETTER.PDF
SUMMARY 2017-168 7TH ILINOIS PRECAST BLOCKS.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2017-014
AN ORDINANCE APPROVING A SUPPLEMENTAL PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT CONSISTING OF THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A FROZEN FOODS MANUFACTURING FACILITY; AUTHORIZING THE CITY OF JOPLIN, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $10,035,000 TO FINANCE ADDITIONAL PROJECT COSTS; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

Documents:

SUMMARY CB2017-014 DEF_AJINOMOTO FROZEN FOODS PLANT - CH 100 BONDS 12 4 17 MEETING.PDF
CB2017-014 DEF-AJINOMOTO_TAXABLE REVENUE BONDS 10.035.000 V1.PDF
DEF_BOND PURCHASE AGREEMENT BPA V1 FOR CB2017-014.PDF
DEF_FIRST SUPPLEMENTAL LEASE AGREEMENT_WITH CB2017-014 SUPP V1.PDF
DEF_FIRST SUPPLEMENTAL PERFORMANCE AGREEMENT SUPP V1 FOR CB2017-014.PDF
DEF_FIRST SUPPLEMENTAL TRUST INDENTURE SUPP V1_FOR CB2017-014.PDF
DEF_NOTICE TO TAXING JURISDICTIONS_PLAN FOR INDDEV - FINAL FOR CB2017-014.PDF

2. COUNCIL BILL NO. 2017-527
AN ORDINANCE amending Section 26-91, Building Permit fees; re-inspection fee, of Article IV, Permits and Fees, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin, by amending Section 26-91, Building Permit fees; re-inspection fees, of Article IV, Permits and Fees, to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2017-527 SUMMARY CHAPTER 26 BUILDING REGULATION FEE CHANGES.PDF
CB 2017-527 CHAPTER 26 BUILDING REGULATIONS FEE ORDINANCE.PDF

3. COUNCIL BILL NO. 2017-528
AN ORDINANCE repealing Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2017-528 SUMMARY CHAPTER 58 FIRE PREVENTION FEE CHANGES.PDF
CB 2017-528 CHAPTER 58 FIRE PREV AND PROT FIRE CODE LICENSE FEE CHANGES.PDF

4. COUNCIL BILL NO. 2017-529
AN ORDINANCE repealing Section 106-62, Inspection and Permit Fees, Article III, Improvement Permits, and Section 106-93, Fees and Charges, Article IV, Excavations, of Chapter 106, Streets, Sidewalk and Other Public Places, of the Code of Ordinances of the City of Joplin and enacting in lieu

thereof a new Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, and Section 106-93, Fees and Charges, Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2017-529 SUMMARY CHAPTER 106 STREETS SIDEWALKS FEE CHANGES.PDF
CB 2017-529 CHAPTER 106 STREETS SIDEWALKS AND OTHER PUBLIC PLACES FEE CHANGES.PDF
HBA LETTER CB 2017-529.PDF

5. COUNCIL BILL NO. 2017-530
AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2017-530 SUMMARY ZONING REGULATION FEE CHANGES.PDF
CB 2017-530 ZONING REGULATION FEE CHANGES.PDF

6. COUNCIL BILL NO. 2017-531
AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2017-531 SUMMARY CHAPTER 34 CEMETERIES FEE CHANGES.PDF
CB 2017-531 CHAPTER 34 CEMETERIES FEE CHANGES.PDF

7. COUNCIL BILL NO. 2017-532
AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2017-532 SUMMARY CHAPTER 30 BUSINESS LICENSE FEE CHANGES.PDF
CB 2017-532 CHAPTER 30 BUSINESS LICENSE FEE CHANGES.PDF

8. COUNCIL BILL NO. 2017-533

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2017-533 SUMMARY CHAPTER 86 PARKS FEE CHANGES.PDF
CB 2017-533 CHAPTER 86 PARKS FEE CHANGES.PDF

9. COUNCIL BILL NO. 2017-534
AN ORDINANCE repealing Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 of the City of Joplin and enacting in lieu thereof a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2017-534 SUMMARY SUBDIVISION REGULATION FEE CHANGES.PDF
CB 2017-534 SUBDIVISION REGULATIONS FEE CHANGES.PDF

10. COUNCIL BILL NO. 2017-535
AN ORDINANCE repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2017-535 SUMMARY CHAPTER 6 ADVERTISING FEE CHANGES.PDF
CB 2017-535 CHAPTER 6 ADVERTISING SIGN PERMIT FEE CHANGES.PDF

11. COUNCIL BILL NO. 2017-536
AN ORDINANCE repealing Section 118-211, Hauled Wastewater Fee, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, and Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-211, Hauled Wastewater Fee, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, and Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB 2017-536 SUMMARY CHAPTER 118 UTILITIES FEE CHANGES.PDF
CB 2017-536 CHAPTER 118 UTILITIES FEE CHANGES.PDF

12. COUNCIL BILL NO. 2017-616
AN ORDINANCE to enable the City of Joplin, Missouri, to join Show Me PACE, pursuant to Sections §67.2800 to §67.2835, RSMo., the "Property Assessment Clean Energy Act," and stating the terms under which the City of Joplin will conduct activities as a member of such district.

Documents:

CB 2017-616 SUMMARY.PDF
CB 2017-616 ORD AND AGMT.PDF
CB 2017-616 SUPPLEMENTAL - BYLAWS.PDF

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

13. **Unfinished Business**

14. **New Business**

1. News From The PIO

2. CLOSED SESSION

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2016, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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)

Case 032-17: Old 28th Street and Picher Avenue – A request to rezone from C-O (Non-Retail District) to R-3 (Apartment House District), for developing multifamily housing - BLRW Development.

Mr. Duncan opened the public hearing and asked if there was anyone to speak on this case.

Mr. Jerod Hogan, Anderson Engineering, 811 East 3rd Street, Joplin, MO appeared before the Commission. Mr. Hogan stated that currently the property is zone C-O. It was the location of the temporary helicopter pads for the Mercy Temporary Hospital and currently under contract with Red Wood Development, the Schroder family. They would like to build a multi-family development. We are in the due diligence phase of the process and the appropriate zoning is R-3.

Mr. Ramsour stated that on the application form that in C-O it isn't permitted for multi-family housing.

Mr. Hogan stated that maybe an error in the application.

Mr. Ramsour advised Mr. Bolander of the discrepancy on the application.

Mr. Bolander did explain he thought it was a mistake. If the property is over 2 acres in a C-O District, it does permit apartments and multi-family, this property is 6 acres.

Mr. Ramsour wanted to know the approximate number of apartments that is anticipated.

Mr. Hogan stated that the site plan is still currently being developed by the architect. He did not have the numbers. If this is approved and Red Wood Development purchases the property, then we will come back with site plan and everything that will meet your needs and the developers.

Mr. Duncan asked if there was anyone else who would like to speak in favor of this case. There were none.

Anyone here to speak in opposition of this case.

David Yount, 1004 W. 26th Street, adjoining the property in question. He does not think it will be in the interest of the City for this rezoning. He thought Joplin was all about keeping neighborhoods in tact as much as possible as before the tornado. He doesn't think this would be a good thing for the residents in that area. There are not that many homes there now.

Mr. Duncan asked if he understood that the zoning it carries now already carries the approval to put apartments on that property.

Mr. Yount stated he did. But if it is R-3 it changes a little bit. Goes from Commercial to Apartments only.

Mr. Duncan stated that the statement is correct.

Mr. Bolander mentioned the difference between R-3 and C-O was with R-3, Commercial Development

will not be allowed.

Mr. Duncan asked if there were anyone else who would like to speak against this case? There were not.

Mr. Duncan Closed the Public Hearing.

MR. DERMOTT MOVED, SECONDED BY MRS. STEELE, THAT CASE 032-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MS. BRUECKNER-SEARS MR. DERMOTT, AND MS. STEELE VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

Z&P Meeting: November 13, 2017
City Council Meeting: December 4, 2017

STAFF PLANNING REPORT
Rezoning

CASE 032-17 A request to rezone from CO (Non-Retail Commercial) to R-3 (Apartment) for the construction of multi-family living units.

LOCATION Old 28th St. and Picher Ave.

APPLICANT BLRW Development

EXISTING CONDITIONS

Zoning	Land Use	Property Size
CO	Undeveloped	Approx. 6 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2 & R-1	C-O & R-1	C-O	C-O-PD & C-O
Land Use	Duplex & Single-Family Homes	Office	Apartments & Parking Lot for Medical School	Offices

FUTURE LAND USE

The City of Joplin's future land use map designates this area as appropriate for light commercial land uses which includes multi-family living units.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Picher Ave, 28th St, Bird Ave	Local	65',60', 60' respectively

UTILITIES N/A – Utilities do not need to be extended to the property.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The current C-O zoning district permits multi-family uses if the tract is greater than 2 acres. The tract in this request is over 6 acres. The applicant can construct multi-family uses on the property without the rezoning. The proposed R-3 zoning district will better reflect what will be constructed on the property, plus, prohibit future commercial non-retail uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby properties since the current C-O (commercial non-retail) district permits multi-family uses and there are similar land uses that exist in the general vicinity. There may be a "perceived" negative impact to the two-single family homes along 26th St. that are located directly north of this request since the property in this request is currently undeveloped. But, the current C-O zoning presently allows multi-family uses and commercial non-retail uses.

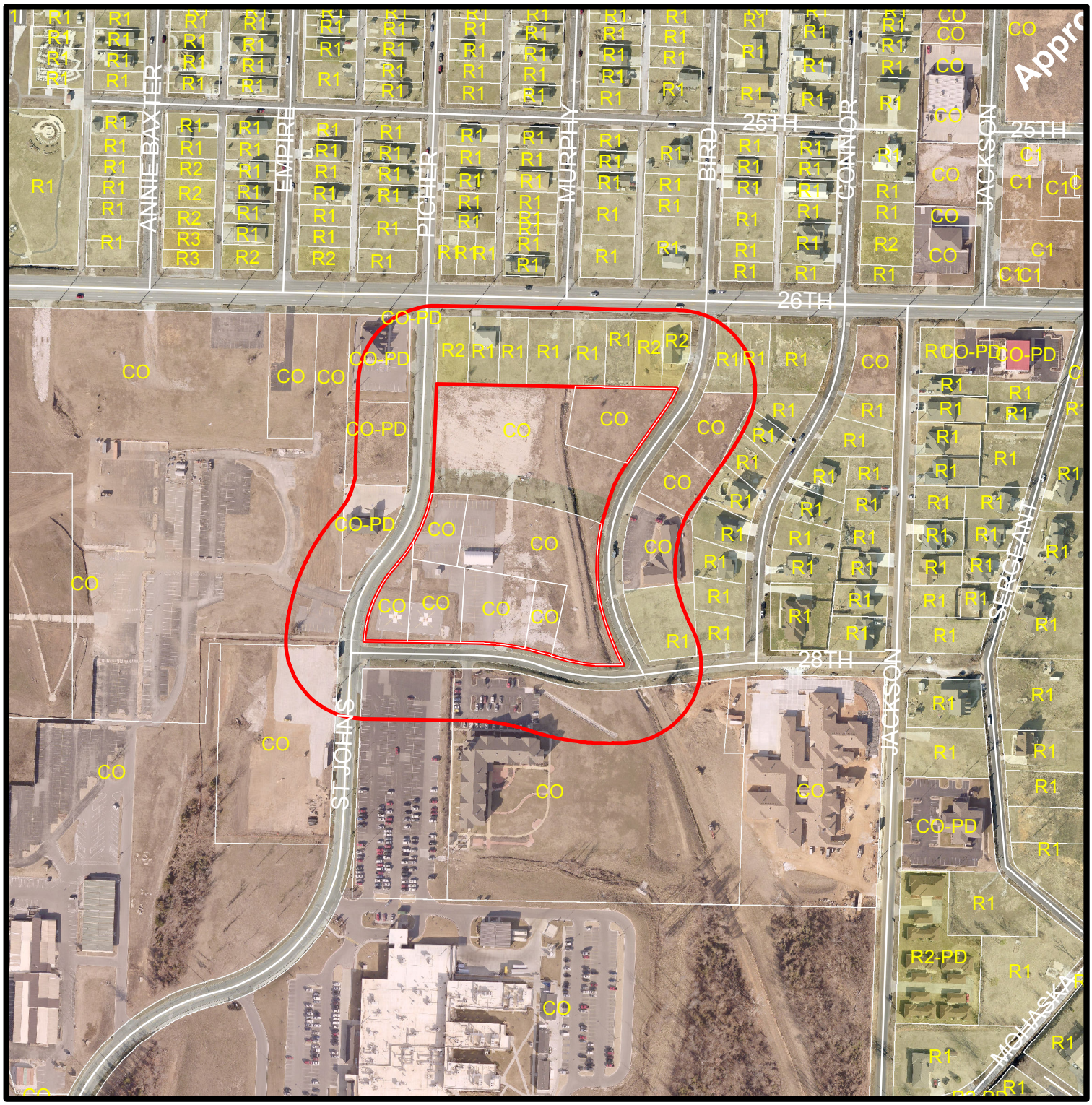
DISCUSSION

This proposed use is appropriate for the subject property and matches existing uses of the area.

Staff recommends approval of Case 032 -17.

ATTACHMENTS

- Application
- Map



300 150 0 300 600 900 1,200 1,500

Feet

Case 032-17: A tract of land, located 200 feet south of W 26th Street, between S. Picher Avenue and S. Bird Ave. – A request to rezone from C0 (Non-Retail District) to R-3 (Apartment House District) for the purpose of developing multifamily housing – BLRW Development

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 4, 2017

Item: COUNCIL BILL NO. 2017-281
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2017-281
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: 11/13/17

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:

Case 032-17: A tract of land, located 200 feet south of W 26th Street, between S. Picher Avenue and S. Bird Ave. – A request to rezone from C0 (Non-Retail District) to R-3 (Apartment House District) for the purpose of developing multifamily housing – BLRW Development.

STAFF SUMMARY:
This property is subject to the City of Joplin's Zoning Code requirements. The current C-O zoning district permits multi-family uses if the tract is greater than 2 acres. The tract in this request is over 6 acres. The applicant can construct multi-family uses on the property without the rezoning. The proposed R-3 zoning district will better reflect what will be constructed on the property, plus, prohibit future commercial non-retail uses.

Staff recommends approval of Case 032-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jerod Hogan, Anderson Engineering, 811 East 3rd Street, Joplin, MO appeared before the Commission. Mr. Hogan stated that currently the property is zone C-O. It was the location of the temporary helicopter pads for the Mercy Temporary Hospital and currently under contract with Red Wood Development, the Schroder family. They would like to build a multi-family development. We are in the due diligence phase of the process and the appropriate zoning is R-3.

Mr. Ramsour stated that on the application form that in C-O it isn't permitted for multi-family housing.

Mr. Hogan stated that maybe an error in the application.

Mr. Ramsour advised Mr. Bolander of the discrepancy on the application.

Mr. Bolander did explain he thought it was a mistake. If the property is over 2 acres in a C-O District, it does permit apartments and multi-family, this property is 6 acres.

Mr. Ramsour wanted to know the approximate number of apartments that is anticipated.

Mr. Hogan stated that the site plan is still currently being developed by the architect. He did not have the numbers. If this is approved and Red Wood Development purchases the property, then we will come back with site plan and everything that will meet your needs and the developers.

PUBLIC COMMENT:

David Yount, 1004 W. 26th Street, Joplin, MO was concerned that changing from C-O to R-3 that single family residential homes would not return into the area. He stated that there are not to many homes on that block now and building apartments would discourage the property owners to rebuild.

Mr. Duncan asked Mr. Yount if he realized that apartments could be built on property zoned C-O? Mr. Yount stated he did but making it R-3 would be a little different, apartments only. Mr. Bolander stated that statement was correct, but there would not be any commercial businesses on the property. Mr. Yount just stated that he would like it to be a green space and he knows that is not possible.

P & Z Case 032-17
BLRW Development
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-281 ORDINANCE NO.

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

The property described as follows:

ALL OF LOTS NUMBERED FORTY-FIVE (45) THROUGH SIXTY-TWO (62) BOTH INCLUSIVE, IN BRIARCLIFF ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH ALL OF VACATED 27TH STREET LYING SOUTH OF LOTS 45, 46, 47, 48, AND 52 AND NORTH OF LOTS 53, 54, 55, 56, AND 57, ALSO ALL OF LOT NUMBERED TWO (2) IN BRIARCLIFF THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, AS AMENDED BY AFFIDAVIT FILED JUNE 10, 1975 AT 8:13 AM IN BOOK 1181 AT 2260; more generally described as located 200 feet south of W. 26th Street, between S. Picher Avenue and S. Bird Avenue.

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_____, 2017, by a vote of_____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 033-17: 1521 Langston Hughes Broadway – A request to rezone from R-2 (Two-Family Residential) to C-3 (Commercial) for constructing a restaurant - Gary Johnson.

Mr. Duncan asked if there was anyone else who would like to speak in favor of this designation.

Mr. Gerald Cole, 826 S Highland, Joplin, MO appeared before the commission. He is originally from Tennessee and has been here in Missouri approximately 90 days. He has spoken to Mr. Gary Johnson about putting a restaurant on this piece of property. He stated the building is 30 x 60 and there are appropriate spaces for parking. He also stated that they met with city officials last week to discuss putting in a restaurant and the details of what needed to be completed. This will provide jobs and bring the neighborhood up. They are trying to buy the property behind where the restaurant is located from the City and the adjacent property.

Mr. Cortez reaffirmed the parking spaces and asked where would the parking spaces be located.

Mr. Cole stated that they would be on the left side of the street. The architect has plans to provide to the City.

Mr. Cortez asked if this restaurant be dinning in or take out.

Mr. Cole said it would be both. It will hold 60 people.

Mr. Duncan asked if there was anyone else who would like to speak in favor of this case. There were none.,

Anyone here to speak in opposition of this case. There were none.

Mr. Duncan Closed the Public Hearing.

MR. RAMSOUR MOVED, SECONDED BY MR. CORTEZ, THAT CASE 033-17 BE FORWARD TO CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. DUNCAN, MR. CORTEZ, MR. RAMSOUR, MS. BRUECKNER-SEARS MR. DERMOTT, AND MS. STEELE VOTING "AYE". (6 IN FAVOR, 0 NAYS, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 4, 2017

Item: COUNCIL BILL NO. 2017-282
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Council Bill 2017-282
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: 11/13/17

Recommended Action: Planning and Zoning Commission recommended Approval by a vote of "6 in Favor, 0 Nay, 1 Absent."

SUMMARY/REQUEST:

Case 033-17: 1521 E. Broadway – A request to rezone from R-2 (Two-Family Residential) to C-3 (Commercial District) for the purpose of developing a restaurant – Gary Johnson.

STAFF SUMMARY:
This property is subject to the City of Joplin's Zoning Code requirements. This zoning change should not detrimentally affect nearby property. Properties located towards both the east and west of the property in this request are already zoned C-3. The existing single-family residential properties to the north will feel the greatest impact of this zoning change. But, most of the properties in this area along Langston Hughes Broadway are already zoned commercial.

Staff recommends approval of Case 033-17.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Gerald Cole, 826 S Highland, Joplin, MO appeared before the commission. He is originally from Tennessee and has been here in Missouri approximately 90 days. He has spoken to Mr. Gary Johnson about putting a restaurant on this piece of property. He stated the building is 30 x 60 and there are appropriate spaces for parking. He also stated that they met with city officials last week to discuss putting in a restaurant and the details of what needed to be completed. This will provide jobs and bring the neighborhood up. They are trying to buy the property behind where the restaurant is located from the City and the adjacent property.

Mr. Cortez reaffirmed the parking spaces and the location of the parking spaces. Mr. Cole stated parking will be on the left side of the street. He also stated that the restaurant will be dinning in with seating limits of 60 people and take out.

PUBLIC COMMENT: None.

P & Z Case 033-17
Gary Johnson
(P & Z Recommended Approval)

COUNCIL BILL NO. 2017-282 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-2 and including in District C-3 property as described below and located 1521 S. Broadway in the 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-2 and including same in District C-3:

The property described as follows:

ALL OF LOTS 1 AND 2 OF BLOCK 29, IN THE FIRST ADDITION TO EAST JOPLIN CITY, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2017, by a vote of_____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: November 13, 2017
City Council Meeting: December 4, 2017

STAFF PLANNING REPORT
Rezoning

CASE 033-17 A request to rezone from R-2 (Two-Family Residential) to C-3 (Commercial) for the construction of a restaurant.

LOCATION 1521 Langston Hughes Broadway.

APPLICANT Gary Johnson

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Undeveloped	Approx. 9,800 sq. ft.

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	C-1	C-3 and R-3
Land Use	Single-Family Homes	Undeveloped	Automobiles Sales	Undeveloped

FUTURE LAND USE

The City of Joplin's future land use map classifies this area as appropriate for commercial development.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Langston Hughes Broadway & McKee Ave.	Collector & Local respectively	70' & 40' respectively

UTILITIES N/A – Utilities do not need to be extended to the property.

FLOOD PLAIN N/A – this property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

The property is currently zoned residential which does not permit commercial uses. The property is located between two heavy commercial districts along a commercial corridor.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change should not detrimentally affect nearby property. Properties located towards both the east and west of the property in this request are already zoned C-3. The existing single-family residential properties to the north will feel the greatest impact of this zoning change. But, most of the properties in this area along Langston Hughes Broadway are already zoned commercial.

DISCUSSION

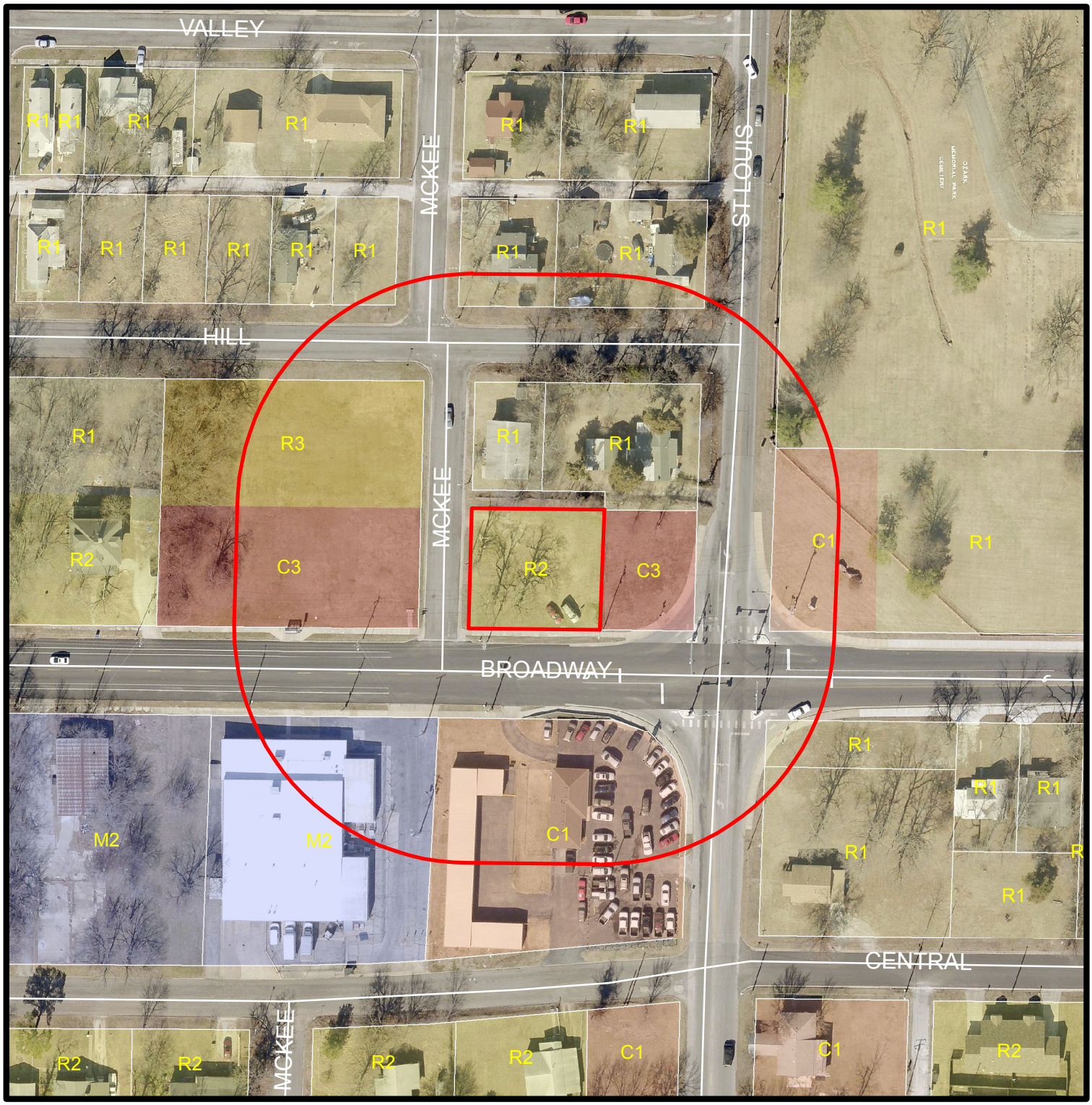
Even though the property in this request is small for a commercial lot, the applicant also owns the commercial property across McKee Ave. towards the west which can also be utilized (i.e. parking) for the proposed restaurant.

This use is appropriate for the subject property and matches existing uses of the area.

Staff recommends approval of Case 033 -17.

ATTACHMENTS

- Application
- Map



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Feet

a. Case 033-17: 1521 E. Broadway – A request to rezone from R-2 (Two-Family Residential) to C-3 (Commercial District) for the purpose of developing a restaurant – Gary Johnson.

Z&P Meeting: November 13, 2017
City Council Meeting: December 4, 2017

STAFF PLANNING REPORT

CASE 034-17 A request to apply District HP (Historic Overlay District) and list as a local landmark, Memorial Hall

APPLICANT Jill Sullivan

LOCATION 212 W. 8th St.

PRESENT ZONING R-3 & C-2 (Apartment House District and Central Business District)

REQUESTED OVERLAY ZONING DISTRICT HP (Historic Overlay District)

STAFF ANALYSIS

According to the regulations of the historic preservation ordinance, the structure must meet one or more of the criteria for nomination as a local historic landmark.

The criteria include:

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;

2. Its location as a site of a significant local, county, state, or national event;

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

7. Its embodiment of design elements that make it structurally or architecturally innovative;

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature;

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or

10. Its suitability for preservation or restoration.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, § 1, 3-17-86)

After review, staff believes Memorial Hall meets several criteria including:

Criteria 1: Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country; (see Attachment A)

Criteria 3: Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country; (see Attachment A)

Criteria 5: Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country; (see Attachment A)

Criteria 8: Its unique location or singular physical characteristics that make it an established or familiar visual feature; (see Attachment A)

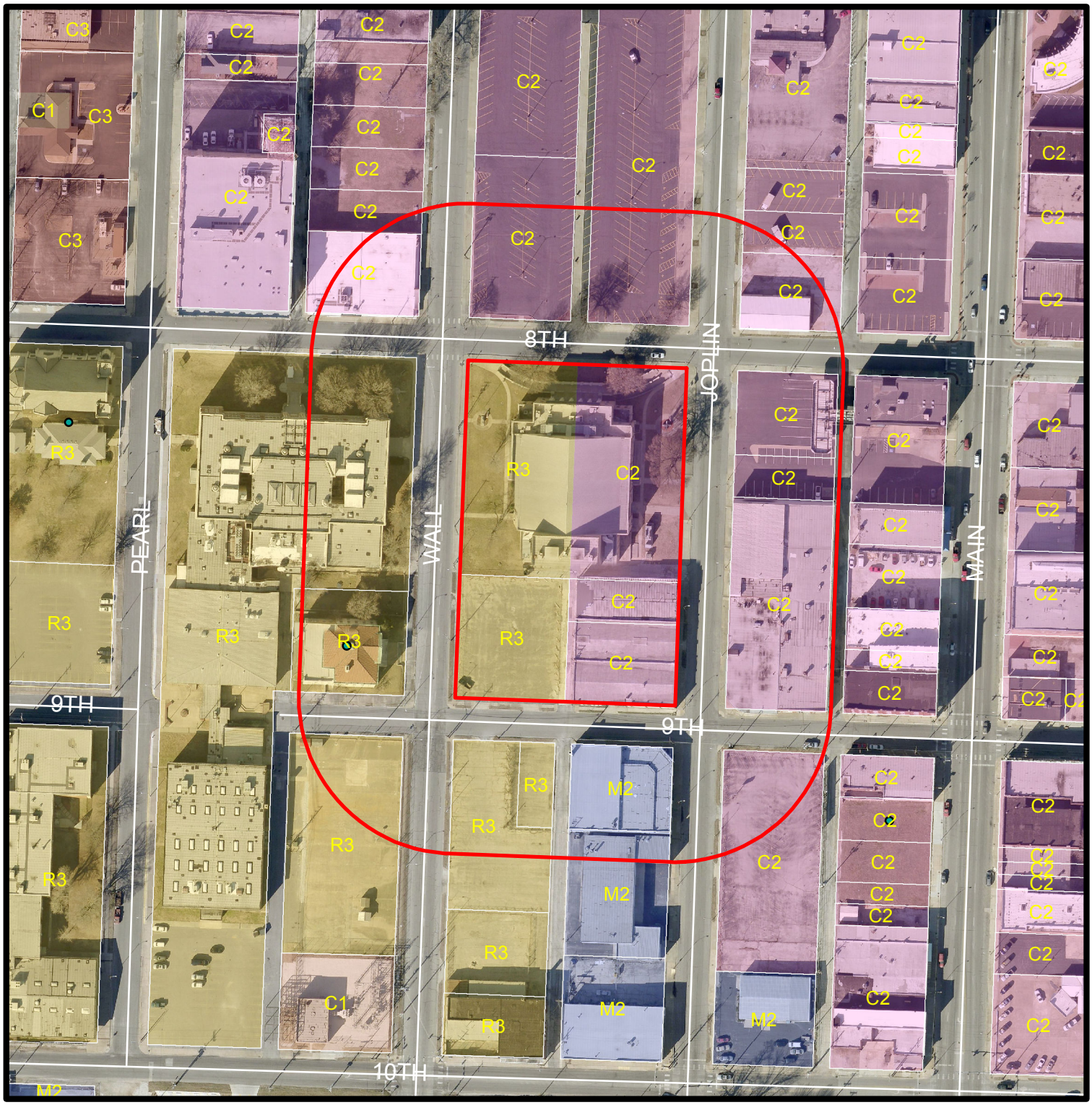
Criteria 10: Its suitability for preservation or restoration. (see Attachment A)

The Historic Preservation Committee recommended approval of Case 034-17.

Staff recommends approval of Case 034-17.

ENCLOSURES

- **Local Landmark Application**
- **HPC Staff Report**



a. <u>Case 034-17:</u> 212 W 8th Street – A request to apply District HP (Historic Overlay), and nominate as a local landmark, the building known as Memorial Hall– Jill Sullivan.

HISTORIC JOPLIN PRESERVATION COMMISSION
602 S Main Street, Joplin, MO 64801 (417)624-0820

~~HPC~~ Case No. 034-17

Meeting Date 11-13-17

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION
Address: 212 W. 8th St.
Property Name (historic or common): Joplin Memorial Hall

OWNER INFORMATION
Name: City of Joplin Phone: 417-624-0820
Address: 602 S. Main St. Joplin MO 64801

FORM PREPARED BY (If other than owner)
Name: Jill Sullivan Phone: 417-365-1420
Address: 721 N. Sergeant Ave Joplin MO 64801
Relationship to Owner: City Commissioner — historic preservation
*A notarized letter of consent from the legal owner is required.

CLASSIFICATION
Present Use: Memorial, Entertainment / Recreational
Historic Use (if known): Same as above
Public or Private: public Occupied or Unoccupied: Occupied for events

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)
Construction Date: 1924-1925
Architect and/or Builder (if known): August A. Alfred Michaelis
Building Materials (foundation, walls, roof, etc.): Steel, stone, brick
Architectural Style: Renaissance Revival
Site Description (property and surrounding area):

HISTORICAL SIGNIFICANCE

(*Must meet at least one of the following, but please provide a brief description of how the nominated landmark meets the significance for any requirement that applies below – attach a separate sheet if needed).

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: Please See "Attachment A"

2. Its location as a site of a significant local, county, state, or national event: _____

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: Please See "Attachment A"

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: _____

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: Please See "Attachment A"

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: _____

7. Its embodiment of design elements that make it structurally or architecturally innovative:

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature: Please See "Attachment A"

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: _____

10. Its suitability for preservation or restoration: please See "Attachment H"

(*Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86*)

SUPPORTING DOCUMENTS

A. Bibliography – Please provide a list of all sources used to complete this nomination form.
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available).
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark.

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

Please sign below once the nomination form is complete and ready for submittal:

Printed Name: Jill Sullivan

Signature: Jill Sullivan Date: 4-5-2017

Attachment A

Historical Significance

Criteria 1: Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country.

In a special election in 1923, voters approved a bond issue to build Memorial Hall. The campaign was led by the American Legion's Robert S. Thurman Post. Once funding was secured, the Michaelis Brothers—prominent Joplin architects—were hired to design the building. In October 1925, veterans from three wars were represented in the dedication ceremony: World War I veterans by Col. E.M. Stayton; Spanish-American war veterans by Mercer Arnold; and Civil War veterans by A.J.D. Barnes. The first entertainment in the hall was the "king of Jazz" Paul Whiteman and his orchestra.

Memorial Hall is a valuable part of Joplin history that "began as a memorial to those who fought and died for America's freedoms" (Globe 11/9/1989). In addition to memorializing our community's veterans, Memorial Hall has served the community by providing a place for entertainment and recreation for multiple generations—from our city's founders to present day. Memorial Hall has been used as an opera house, a convention center, a lecture hall, as well as been host to political rallies, sports events, dance recitals, and more.

This great hall continues to serve our community and to honor veterans who fought to preserve our freedoms. Thus, we owe it to our veterans—and to ourselves—to preserve Memorial Hall and carry on its legacy.

Criteria 3: Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country.

Foremost, Joplin's Memorial Hall is associated with those who it honors—our communities' veterans. The contributions that veterans have made to the development of our community, county, state, and country are obvious. Without these contributions we wouldn't have had the opportunity to create or develop community and culture as it is now known.

Secondly, Joplin's Memorial Hall is associated with two prominent Joplin architects, the Michaelis Brothers, which is addressed below under Criteria 5.

Criteria 5: Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country.

Born in Palmyra, Missouri to August Charles and Joanna Michealis, the brothers moved to Joplin in the 1890s. The Michaelis Brothers opened their architectural firm in 1903, after Alfred's

return from architectural school. Interestingly, August was a completely self-taught architect who started out as a carpenter.

The Michaelis Brothers designed numerous buildings that shaped the City of Joplin. Their designs include Memorial Hall, the Carnegie Library, Joplin City Market, the first St. John's Hospital, Joplin High School, the Weyman Block, Campbell Building, Schifferdecker/Spencer Building, Miners Bank, the Clarketon Hotel, the Model Building, Christman's, Joplin Furniture, and more. They also designed and built houses for many prominent early-day citizens, including John F. Wise, Patrick Murphy, E.D. Porter, and others. Unfortunately, at least 13 of the buildings/residences designed by the Michaelis Brothers have been demolished.

Sadly, Alfred Michealis died from a 50-foot fall in Memorial Hall close to the building's completion in 1925; he was 44 years old. After the accident, August Michaelis closed his office and left Joplin. August returned to Joplin in 1937 and opened Michealis Cafeteria. He died 5 weeks later.

In addition to designing wondrous buildings and homes with a variety of architectural styles in Joplin, the Michaelis Brothers also worked in Webb City and Carthage.

Criteria 8: Its unique location or singular physical characteristics that make it an established or familiar visual feature.

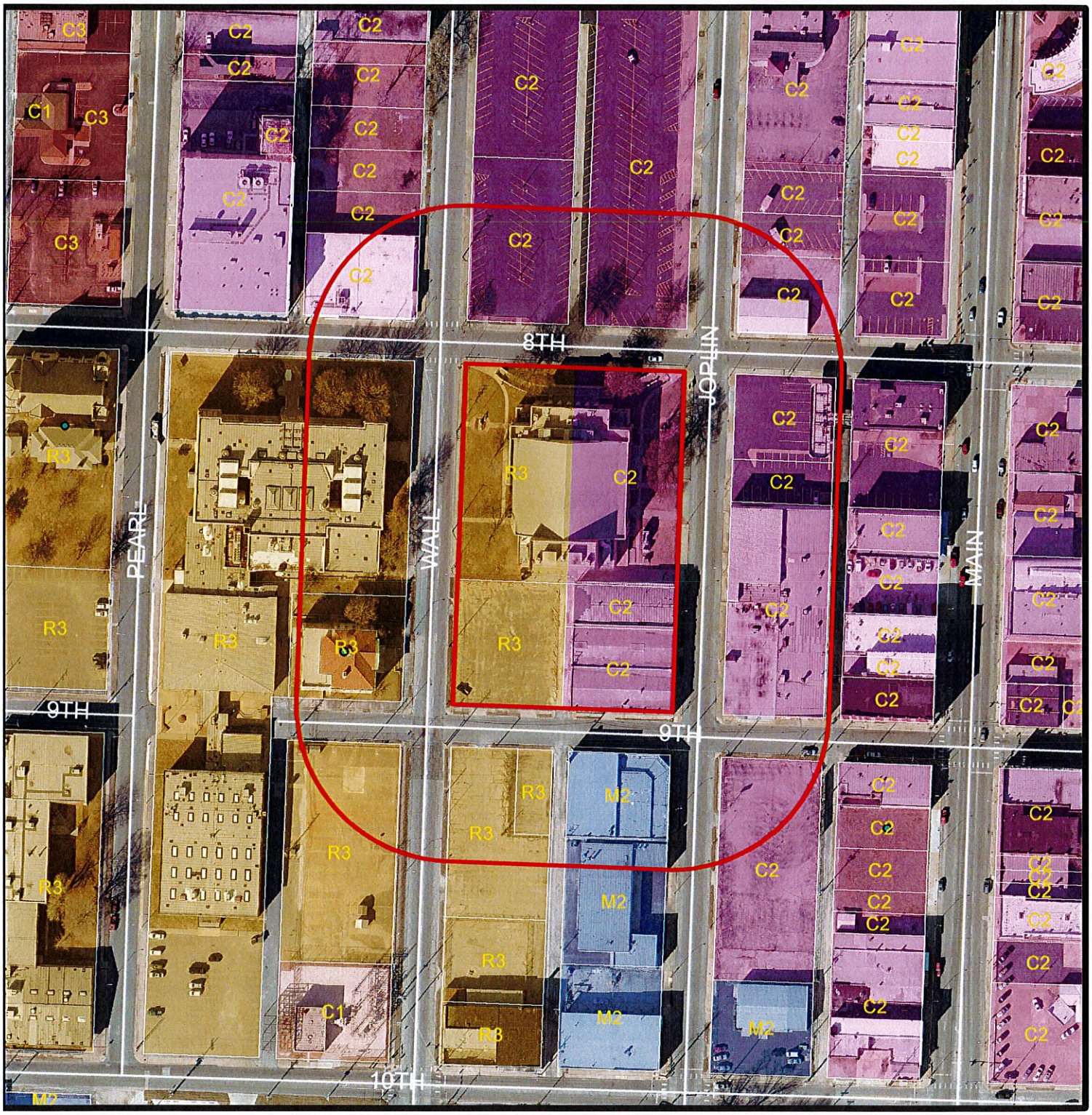
Memorial Hall is a familiar, long-established visual feature of downtown Joplin.

Criteria 10: Its suitability for preservation or restoration.

Although the building is not original in its entirety (due to multiple renovations or upgrades), it is very suitable for restoration and preservation. In fact, the Missouri State Historic Preservation Office completed an Historic Property Eligibility Assessment based on information provided to them by the City of Joplin and determined that it may meet the following criteria for being placed on the National Register of Historic Places:

- Property is associated with events that have made a significant contribution to the broad patterns of our history (Criteria A);
- Property embodies the distinctive characteristics of a type, period or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction (Criteria C).

It was further determined that the Joplin Memorial Hall's areas of significance are 1) Entertainment/Recreation and 2) Architecture.



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Feet

a. <u>Case 034-17:</u> 212 W 8th Street – A request to apply District HP (Historic Overlay), and nominate as a local landmark, the building known as Memorial Hall– Jill Sullivan.

Attachment B

Bibliography

Numerous articles and Joplin Globe Spotlights were references for this nomination. Please see the list below and the scans on the following pages

- Spotlight on Joplin blurbs printed in the Joplin Globe newspaper
- "Hall is memorial to local veterans," *Joplin Globe*, 11/9/1989
- SHPO Historic Property Eligibility Assessment
- Program for 1927 opera at Memorial Hall
- Historic image/rendering of Memorial Hall with "A.C. & A.S. Michaelis Architects"
- Obituaries for Alfred and August Michaelis
- Excerpt (by Leslie Simpson) from the *Joplin Keepsake Album*
- "Local Buildings stand as tribute to architect's talent," *Joplin Globe*, 8/22/1991
- Post Art Library's archival record on August Michaelis
- Photograph of August Michaelis

SPOTLIGHT ON JOPLIN

7/26/06

■ The campaign for the bond issue for Memorial Hall — which passed in a July 1923 special election — was led by the American Legion's Robert S. Thurman Post. Post commander W.D. Myers told the Globe it was a fitting monument to the soldiers and sailors, and would be of service to the community. The hall was built on the site of the old Central School, between Joplin and Wall avenues on the south side of Eighth Street.

Entertainment - Memorial Hall

SPOTLIGHT ON JOPLIN

10/15/06

■ Memorial Hall's dedication in October 1925 was attended by veterans from three wars. World War I veterans were represented by Col. E.M. Stayton, state commander of the American Legion, who was the service's main speaker. Mercer Arnold, a Joplin attorney, spoke on behalf of the Spanish-American War veterans. The Civil War veterans were represented by A.J.D. Barnes, the News Herald reported.

Entertainment - Memorial Hall

SPOTLIGHT ON JOPLIN

10/23/06

■ The first entertainment attraction to appear in the new Memorial Hall was the "King of Jazz" Paul Whiteman and his orchestra. The News Herald reported in an advance story on Nov. 25, 1925, that the entertainer was appearing under the auspices of the Joplin Civic Music Association.

Entertainment - Memorial Hall

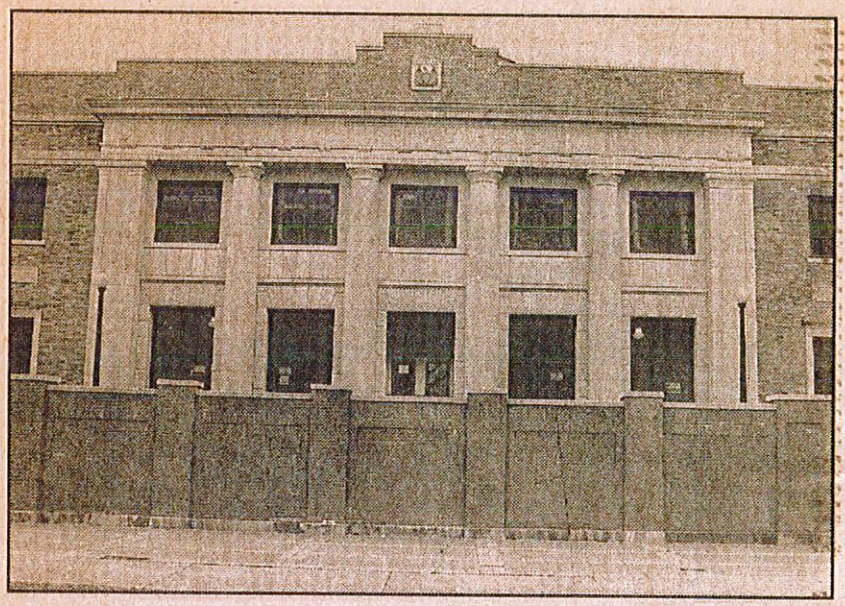
Fax: 623-8598.

SPOTLIGHT ON JOPLIN

7/25/06

■ Voters in a special election in July 1923 approved a bond issue for the construction of Memorial Hall. The Globe reported that the $250,000 bond issue passed by a 3-to-1 margin.

Entertainment - Memorial Hall



Globe Photo/CHARLES SNOW

Memorial Hall, built in 1925, was renovated in 1977.

Hall is memorial to local veterans

The building at 212 W. 8th St. began as a memorial to those who fought and died for America's freedoms. Its sturdy pillars stand as if a symbol of our country's strength, and its doors open to give our community the gift of entertainment.

The proposal to build a memorial to veterans came from the local American Legion post in 1924, according to Joplin Globe files. Memorial Hall was built in 245 working days during 1925. A lasting monument to U.S. veterans who died in combat, the hall also has been an opera house and convention center. At the time of its completion, the hall housed the largest stage in the area and seated 4,110 people.

Construction of the hall was a boon for the many men who needed employment in 1925. Workers were paid $2 a day to dig the basement.

The hall, designed by August Michaelis, cost $250,000. A.S. Greenwell was the contractor, and O. C. Weeks Construction Co. did the building. During construction, Michaelis fell 90 feet from a part of the structure. He was killed instantly.

In 1977 the hall was remodeled at a cost of $1.3 million dollars. Among the renovations were new floors, newly upholstered seats, and a sound system.



Familiar Faces . . . and Places

By Mary Guccione

Entertainers such as Al Jolson and Henri Mancini have performed at the hall, but numerous other performers have cancelled performances. Conventions, political rallies, trade shows, dance recitals and sports events also have been part of the hall's history.

Through the years, however, the building's main purpose has remained the same as when it was first built: to serve as a testimonial to our community's heroes.

Historic Property Eligibility Assessment

State Historic Preservation Office P.O. Box 176 Jefferson City, Missouri 65102

Property: Memorial Hall
212 W 8th St.
Joplin, MO 64801

County: Jasper

Eligibility Assessment:

The property MAY meet the following National Register Criteria:

- [x] **Criteria A: Property is associated with events that have made a significant contribution to the broad patterns of our history.**
- [ ] **Criteria B: Property is associated with the lives of persons significant in our past.**
- [x] **Criteria C: Property embodies the distinctive characteristics of a type, period or method of construction or represents the work of the master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.**
- [ ] **Criteria D: Property has yielded or is likely to yield information important in prehistory or history.**

Areas of Significance:

Entertainment/Recreation Architecture

Additional Comments:

Thank you for submitting the Eligibility Assessment for Memorial Hall located at 212 West 8th Street in Joplin, Jasper County. Based on the information provided, staff finds this building is likely eligible for the National Register of Historic Places under Criteria A for Entertainment/ Recreation. Staff has some concerns regarding alterations to the interior spaces of the building, are there any other similar properties in the area, also how frequently were events hosted, what type of entertainment was provided, and how successful was Memorial Hall during the period of significance? These questions would all need to be addressed in the nomination. Further, the property may also be eligible under Criteria C for its architectural styling. However, a comparison to other similar styled buildings in Joplin would be required. Also additional information regarding the exterior alterations would need to be addressed in the nomination. There may also be a case for "work of a master" for the work of the Michaelis brothers; however we would need to know more about any other buildings they may have constructed.
We appreciate the opportunity to review this property and look forward to hearing from you. Thank you again for your submission and interest in preserving Missouri's cultural heritage.

Contact: Mr. Tyler Overstreet
602 S. Main St.
Joplin, MO 64801

Assessment Date: January 17, 2017

Record Number: EAJP024

This eligibility assessment is provided to assist in determining whether to pursue a National Register nomination and is based on the information provided in the submission. It is not a guarantee of eventual National Register listing.

GUARANTORS

Abernethy, E. C.
Arcularius, C. H.
Bailey, Tom
Belden, F. E.
Bell Motor Co.
Bliedung, E. A.
Boucher, L. S.
Burress, P. E.
Butterfield, H. G.
Childress, Frank
Christman, C. D.
Christman, F. W.
Christman, P. A.
Clark, R. A.
Cole, R. W.
Connor Hotel
Cotton, J. A.
Coyne, Roy
Croy, Otto W.
Dabbs & Cox
Eberly, T. C.
Emerson, Grant
Empire Dist. Elec. Co.
Fleischaker, Wm.
Gateway Creamery Co.
Henderson, C. G.
Hornsby, H. T.
Houk, Wm.
Interstate Grocer Co.
Jackson, Walter
James, G. C.
Joplin Furniture Co.
Joplin Gas Co.
Joplin Globe Pub. Co.
Junge Baking Co.
Kirkpatrick, W. A.
Landreth Mch. Co.
Landreth, W. H.
Lawder, F. W.
LeBow, L. T.
Leffen, W. J. J.
Lennan, T. F.
Leonard, J. M.
Levy, Ben.
Markell, John
Markwardt, Wm.
Meeker, C.
Miners Bank, Joplin
Model Clothing Co.
Moore, Dow
Myers Tri-State S. Co.
Myers, C. R.
Newman Merc. Co.
Ornduff, S. W.
Orr, C. T.
Pate, P. C.
Peerless Mch. Co.
Pennington Drug Co.
Penny Co., J. C.
Potlitzer, Geo.
Powers, H. C.
Rakowsky, Victor
Ralston, F. C.
Ramsay Dry Goods Co.
Ramsay, W. A.
Randall, W. O.
Ratcliffe, J. W.
Richardson, H. A.
Robertson, W. M
Rogers, C. B.
Rosenberg, N.
Shinn, W. H.
Spiva, G. N.
Starr, J. G.
Stone, C. A.
Taylor, P. E.
The Chandelier Shop
Thomas, A. B.
Thurman, A. W.
Troutman's
True, A. C.
Waite, A. H.
Wallower, F. C. & E. Z.
Waterman's
Weeks, F. E.
Whitwell, Percy
Wingert, J. K.
Wolff, E. H.

ONLY TEN DAYS REMAIN

Civic Music Club Membership Campaign positively closes on March 26th.—**3000 is the limit.**—Blanks available here to-night at entrance, or tomorrow and during the campaign at any bank or department store. Attach check for full amount, or $1.00 now, balance by Sept. 1st.

Adult Memberships $5.—Junior Memberships $3.

THE JOPLIN ENTERTAINMENT ASSOCIATION—Inc.

Chartered under the Laws of Missouri. (Not for Profit)

PRESENTS

CHICAGO CIVIC OPERA COMPANY

At

MEMORIAL HALL

Wednesday Evening, March 16, 1927, at 8 o'clock

AIDA

(In Italian)

OPERA IN FOUR ACTS AND SEVEN SCENES

LIBRETTO BY ANTONIO GHISLANZONI

MUSIC BY GIUSEPPE VERDI

The King of Egypt ..... Edouard Cotreuil
Amneris, His Daughter ..... Augusta Lenska
Radames, Captain of the Guard ..... Charles Marshall
Aida, an Ethiopian Slave ..... Claudia Muzio
Ramfis, High Priest ..... Virgilio Lazzari
Amonasro, King of Ethiopia ..... Cesare Formichi
Priestess ..... Florence Misgen
A Messenger ..... Lodovico Oliviero

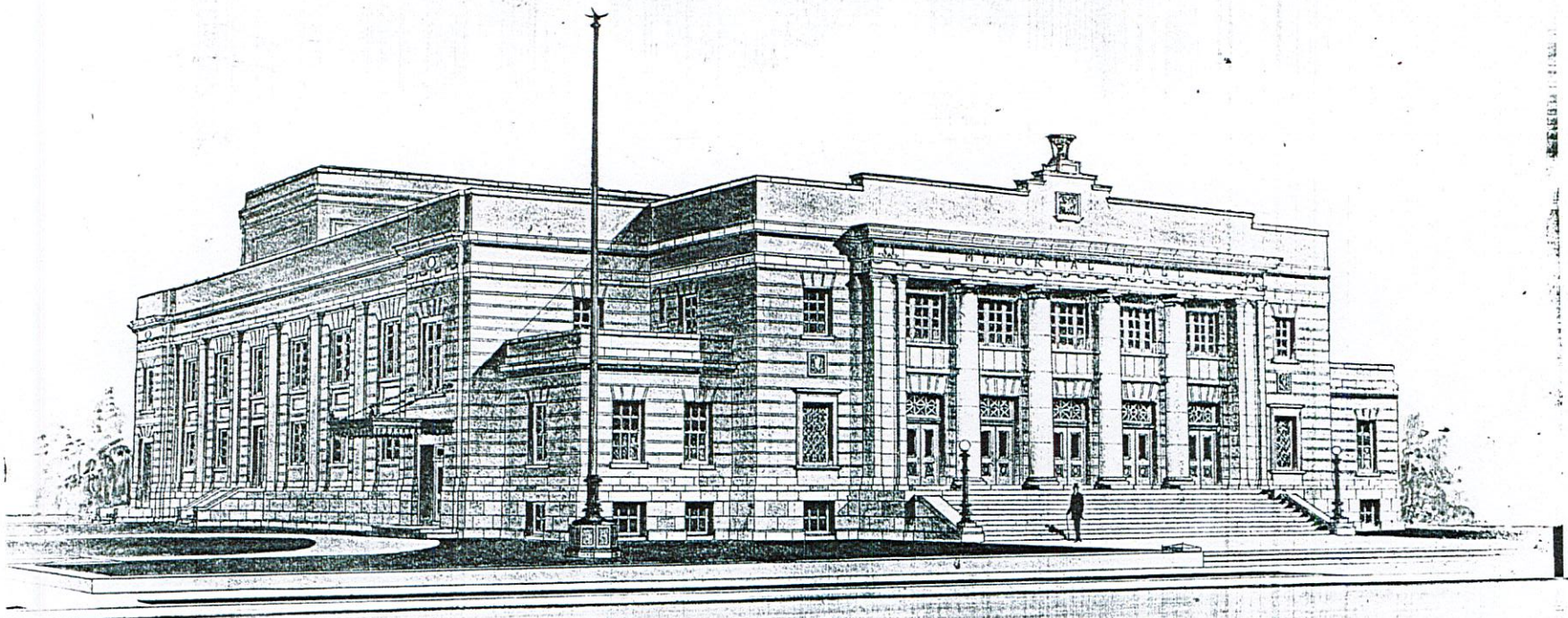
INCIDENTAL DANCES BY MLLES. SHERMONT AND SAMUELS AND CORPS DE BALLET

Conductor .....Giorgio Polacco

SYNOPSIS OF SCENES

ACT I—Scene 1. Palace in Memphis. Scene 2. The Temple of Ptha
ACT II—Scene 1. Amneris' Chamber. Scene 2. Public Square at Memphis.
ACT III—Near the Temple of Isis.
ACT IV—Scene 1. Hall in Palace. Scene 2—Temple of Vulcan, the Crypt.

Memorial Hall



A. JOPLIN MISSOVRI

A.C. & A.S. MICHAELIS ARCHITECTS JOPLIN MO

7-30-25 Joplin Globe

VOL. XXIX. NO. 306.

A. S. MICHAELIS, ARCHITECT, FALLS 50 FEET TO DEATH

Joplin Man Drops From Gallery Loft to Stage Floor at Memorial Hall, Which He Designed.

Alfred S. Michaelis, widely known Joplin architect, was instantly killed at 8:30 o'clock last night when he fell fifty feet from the gallery loft to the wood flooring on the stage of Memorial hall, a structure of his own design nearing completion at Eighth and Wall streets.

No one saw the fall. The person who last talked to Michaelis, W. N. Adams, night watchman, saw him enter the building several minutes before he was found dead. Adams, his wife and daughter, had just entered the building to look it over, he said when he heard the body strike the floor. He found Michaelis with jaw, left arm and right leg broken. His neck also was believed broken. An ambulance of the Hurst Undertaking Company was called.

Seized With Dizziness?

Versions vary as to the cause of the fall. One is that Michaelis was suddenly seized with dizziness while on the gallery loft above the stage. It is believed that he had climbed to the loft, which is only eight feet from the ceiling, on an inspection trip. The possibility of his having stopped and fallen also was advanced.

Kelly Greenwell, brother of A. S. Greenwell, contractor for the building, believed that dizziness might have been the cause. He talked to Michaelis only the day before when Michaelis was forced to sit down to overcome a spell of nausea, he said.

Mr. Michaelis designed Memorial hall, which will stand as a crowning architectural achievement of his life. Fate decreed that he should die at the scene of his own creation. Had he lived only a short time longer, he would have seen the beautiful building, tribute of Joplin to her soldier dead, in a completed state.

He was 44 years old. He and his brother, A. C. Michaelis, constituted a widely known firm of architects. The Memorial hall design, submitted by the firm, was chosen from eleven drawn by some of the best known architects over the country.

Mother Recently Died.

Mr. Michaelis died only twenty-three days after the death of his mother, Mrs. Johanna Michaelis. She was 86 years old. Burial was in Palmyra, Mo., the former home of the family.

The early boyhood of the dead man was spent in Palmyra. He was born there August 31, 1880, and came to Joplin when about 12 years old. At eighteen he went to Chicago where he studied architecture under master designers. He had been designing for twelve years. He had lived in Joplin about twenty-two years.

He was widely known in state and county Masonic circles. He was a past grand master of Fellowship lodge, No. 315, and was at one time an officer in Rose Croix chapter. No. 1. Mr. Michaelis resigned in October, 1924, the office of district deputy grand master of the 44th district of Missouri. He was also a Scottish Rite Mason.

Surviving besides A. C. Michaelis is another brother, Robert F. Michaelis of Berkeley, Calif., and a sister, Mrs. Ara Mead, who lived in Joplin at the home of the deceased.

Funeral arrangements have not been made. The body was taken to the J. T. Anderson funeral home.

An inquest will be conducted at 8 o'clock tonight.

Some structures in the district designed by the Michaelis firm are the Joplin Furniture Company building, Christman Dry Goods Company building, the South Joplin Christian church, Christian churches at Pittsburg and Carthage and the Methodist church at Webb City.

EAR IN PRISON FOR

AUGUST MICHAELIS DIES AT AGE OF 73

Retired Architect Came Here With Family in 1890—Funeral Services Saturday.

August C. Michaelis, 73 years old, a retired architect, died at 8:15 o'clock yesterday morning at his home, 511 North Pearl avenue. He had been in ill health six years and seriously ill several days.

Funeral services will be held at 9:30 o'clock tomorrow morning at the Anderson funeral chapel. The Rev. Cliff Titus will be in charge. George Winter will sing, accompanied by Mrs. Winter. Burial will be in Mount Hope cemetery.

Designed Memorial Hall.

Mr. Michaelis came here with his family in 1890. A few years later he and his brother, the late Alfred S. Michaelis, opened offices as architects. They submitted the design for Memorial hall, winning the award in a contest. Alfred S. Michaelis was killed in a fall while inspecting the unfinished building in 1925. The offices were closed a few months later.

Mr. and Mrs. Michaelis moved from Joplin 12 years ago, returning five weeks ago to open the Michaelis cafeteria.

Besides Mrs. Michaelis, he is survived by a daughter, Mrs. Carl Nienstedt, 720 Glenview place; a sister, Mrs. Clara Mead of Carrollton, Mo., and three grandchildren.

Joplin Globe May 21, 1937

August Michaelis

2/16/05

Leslie Simpson writes in the Joplin Keepsake Album that: "August Michaelis inherited from his father, an Alsatian nobleman, the refined taste which would later show up in the Joplin buildings he erected." He was a self-taught architect with a background as a carpenter.

He came to Joplin in 1893, and for the next 32 years designed the most important buildings in the city including St. John's Hospital, Joplin High School, the Model Building and the Carnegie Library.

Alfred Michaelis joined his brother's firm in 1903 and together the brothers built Joplin Furniture, Christman's, South Joplin Christian Church and Memorial Hall.

Architects - Michaelis Brothers

August Michaelis' early creations.

Local buildings stand as tribute to architect's talent

No! wrong (Austin Allen)

He has not been seen on the streets of Joplin since 1937, although many of the buildings he styled from early 20th century trends still stand.

Memorial Hall, Christman's Department store (now Howsmon's Office Supply), the Newman ← no building, and the Model Building (formerly the home of Model Clothing), are just a few of the buildings August Michaelis built while he lived in the area.

Michaelis was born July 3, 1863, in Palmyra, Mo., to August Charles and Joanna Michaelis. His father was an Alsatian, born in Weia, and inherited the title of Baron Dimerot. Historical information obtained from the Joplin Public Library reports that his father was "a cultured man, skilled in music, and with delicate taste for the beautiful in architecture and decoration."

Perhaps his sons inherited their father's love for ornate architecture. The younger August Michaelis received the common school education of the time. He did not attend school for his architectural abilities, but rather taught himself the trade. He worked as an apprentice in a cabinet shop until the age of 20.

In 1883 he began work as a carpenter, staying in the profession for 10 years. In 1893 he moved to Joplin and established himself as an architect.

A Republican and Presbyterian, he married Viola Kee on Sept. 27, 1887. They had two children, Hester Fay and Ralph William Michaelis.

In 1903, upon his return from architecture school, Michaelis' brother Alfred (born in 1880) joined with August to open an office. They designed and built houses for John F. Wise, Patrick Murphy and other town fathers.



Familiar Faces . . . and Places

By Mary Guccione

Michaelis also helped the "one-horse" town turn into a city by building the first high school in 1896 at a cost of $25,000, the Miners Bank, St. John's Hospital, and the Carnegie Library. He went on to receive awards for his work, competing against architects from St. Louis and Kansas City.

In 1925, August Michaelis' wife died. Later that year, his brother died of injuries he received after falling off a scaffolding during the construction of Memorial Hall.

Michaelis closed his office and left Joplin.

In 1937, however, Michaelis, then 73, returned to Joplin and opened Michaelis Cafeteria. He died five weeks after its opening.

Reports of the time described Michaelis' work as having "distinguishing characteristics of utility and dignity."

Familiar Faces . . . and Places appears weekly in The Joplin Globe's Our Neighborhood section. Correspondence may be directed to Mary Guccione, 117 E. Fourth St., P.O. Box 7, Joplin, Mo. 64802-0007.

Maryland mother gives birth to 2 triplets 11 days after first

BALTIMORE (AP) — Two triplets whose birth was delayed so they could grow stronger were delivered 11 days after their premature sister in a rare procedure, an official said last week.

Triplets usually are born at the same time, but Dr. Norman Daikoku said after the first birth that he wanted to give the others as much time to develop as possible, said Amy Strong, a spokeswoman for Union Memorial Hospital.

The woman, who did not want to be identified, was admitted to the hospital in labor July 26.

Doctors gave her anti-contraction drugs to halt the delivery, but a girl was born three days later. She was 13 weeks premature and weighed 2 pounds, 2 ounces.

The remaining girls, born Friday, weighed 2 pounds, 6½ ounces and 2 pounds, 8½ ounces, respectively.

Michaelis, August C **521 Wall (+)**

Keepsake – p 66, photo
Bio and photo in Architects--Michaelis file. also obits of him and brother Alfred. Born July 3, 1863. son of August C and Johanna of Palmyra MO. Was apprentice in cabinet shop till age 20, then worked as builder and contractor for 10 years. Assumed vocation of architecture. married Viola Kee in Clinton MO 1905. Organized and president of Empire Oil Co, manufacturers of brick, glass, oil. Successful architecture practice in Joplin where he had officesSuperintendent of building construction in Joplin. Largely responsible for Joplin's appearance. Trained as a carpenter and builder. Taught himself architecture. Buildings "distinguished by utility and dignity"
Joplin buildings: Wise house, Wyman block, Campbell Bdg. Schifferdecker and Spencer building, Morgan house, Bartlett building, Joplin high school (1896), American Hotel (1899, formerly Clarketon Hotel), St. John's hospital, Congregational church, First Presbyterian church (1898), Patrick Murphy home, Michaelis home, JA Hewitt home (314 Sergeant), EJ Overly home (1102 Connor), the Model (409 Main), McKinley block, ED Porter home, City Market, Gentry Apts, and Miners Bank (1904). Also 1st ME church – Webb City (photo in Webb



REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 034-17
Filing Fee: $450.00
Date Advertised: 10-29-17
Date Notices Sent 10-31-17
Public Hearing Date: 11-13-17

APPLICANT: City of Joplin PHONE:
ADDRESS: 602 S MAIN ST ZIP: 64801
OWNER: PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 212 W 8th Street.
LEGAL DESCRIPTION:

Present Zoning R3/C2 Requested Zoning: HP Acreage:
Present Use of Property:

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Parking Lot	C2
South	Vacant Lot / Buildings	R3/C2
East	Parking Lot	C2
West	Joplin School	R3

CHARACTER OF THE NEIGHBORHOOD:

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?

2. Consistent with Future Land Use Map?

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property:_____
2. Classification of Street(s):
   Arterial_____Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

_____
_____
_____

SIGNATURE: _____DATE:_____

BY: _____

TITLE: _____



Date: 10/25/2017

1 " = 146 '

0 75 150 300 ft

N

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

ZONING DISTRICT CHANGE

A proposal for a change in district classification (rezoning) may be initiated by the City Council, the Planning and Zoning Commission, or by application of the owner of property affected.

The applicant shall first obtain the proper application form from the Office of the Planning Division of the Public Works Department.

The rezoning application form shall be completely filled out and returned to the Planning/Community Development Specialist with the appropriate filing fee and required information. An application shall not be scheduled for public hearing until the application form has been fully completed, the fee paid, and all required information submitted. Rezoning for properties located along or near the following Planned Development Corridors require a site plan, building elevations, and landscape plan to be submitted with application and fee:

- South Main Street (15th Street to south of 50th Street)
- 20th Street (between Range Line Road and Schifferdecker Avenue)
- 26th Street (between Main Street and Maiden/McClelland)
- Connecticut Avenue (between 18th Street and 32nd Street)
- South Range Line Road (between 10th Street and 32nd Street)

The Planning and Zoning Commission shall hold a public hearing at which time citizens and parties of interest shall have an opportunity to be heard. The Planning Division shall be responsible for having an official notice of the public hearing published in a newspaper of general circulation at least 15 days prior to the hearing. The Planning Division shall be responsible for following the administrative procedures for a zoning district amendment as prescribed in the adopted zoning regulations. The notice shall fix the time and place of the hearing and shall describe generally the change requested. A written notice shall also be mailed to notify surrounding property owners of the public hearing and of their right to file protest petitions and shall explain the protest procedure.

The public hearing may be adjourned from time to time and, upon its conclusion, the Planning and Zoning Commission shall prepare and adopt its recommendation to the City Council. This recommendation shall be submitted along with an accurate record of the public hearing.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 4, 2017

Item: COUNCIL BILL NO. 2017-283
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments: 1) Copy of Council Bill 2017-283
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: 11/13/17

Recommended Action: Planning and Zoning Commission forwarded without recommendation by a vote of "3 in Favor, 3 Nay, 1 Absent."

SUMMARY/REQUEST:

Case 034-17: 212 W 8th Street – A request to apply District HP (Historic Overlay), and nominate as a local landmark, the building known as Memorial Hall – Jill Sullivan.

STAFF SUMMARY:

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, § 1, 3-17-86)

After review, staff believes Memorial Hall meets several criteria including:

Criteria 1: Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country.

Criteria 3: Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country.

Criteria 5: Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country.

Criteria 8: Its unique location or singular physical characteristics that make it an established or familiar visual feature.)

Criteria 10: Its suitability for preservation or restoration.

The Historic Preservation Committee recommended approval of Case 034-17.

Staff recommends approval of Case 034-17.

PLANNING & ZONING COMMISSION TESTIMONY:

Mrs. Jill Sullivan, 721 N. Sergeant, Joplin, MO 64801 appeared before the commission. Mrs. Sullivan stated that Memorial Hall meets five (5) of the ten (10) criteria for nomination as a local Historic Landmark. The Historic Preservation Commission believes it meets 1, 3, 5 8, and 10. This is very significant because usually a nomination recommendation only meets one or two of the criteria items.

Mrs. Sullivan went through each criterion and explained how and why they met each one. The Historic Preservation Commission is in the process of putting Memorial Hall on the National Registry. The Historic Preservation Commission has secured grant funding through SHPO and completion by July 1, 2018 for the nomination. Connect2Culture does understand the difference between Local Landmark designation and the National Registry designation. Speaking with Connect2Culture and Mr. Wert, their statement was to help and be attentive to the process and to prepare to appear before any necessary body to keep the National Register moving forward.

Mrs. Steele made some comments about this case. She stated that in 1981 to 1987, the Parks and Recreation Board met in Memorial Hall, which she served on that board, and was advised at that time the building was structurally unsound and it would be prohibited to renovate the building. The building as it stands now is unsuitable for handicap, both outside and inside. The architecture of the building has been compromised. To designate it as an architectural structure since it has been renovated 3-4 times and hard for her to accept. The Veterans should be remembered with a lovely thing whatever that may be. A plaza for all branches of service.

PUBLIC COMMENT: None.

P & Z Case 034-17
Jill Sullivan
(P&Z forwarded without Recommendation)

COUNCIL BILL NO. 2017-283 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating Memorial Hall as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 212 West 8th Street in the City of Joplin, Jasper County, Missouri.

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

ALL OF LOTS 80 TO 84 AND LOTS 101 TO 104 OF BYERS AND MURPHY'S ADDITION TO MURPHYSBURG, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF

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 including in a Historic Preservation Overlay District.

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 _____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 034-17: 212 W 8th Street – A request to apply District HP (Historic Overlay District), and nominate as a local historic landmark, Memorial Hall – Jill Sullivan.

Mr. Duncan asked if there was anyone to speak in favor of this zoning request.

Mrs. Jill Sullivan, 721 N. Sergeant, Joplin, MO 64801 appeared before the commission. Mrs. Sullivan stated that Memorial Hall meets five (5) of the ten (10) criteria for nomination as a local Historic Landmark. The Historic Preservation Commission believes it meets 1, 3, 5 8, and 10. This is very significant because usually a nomination recommendation only meets one or two of the criteria items.

Criteria 1: Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country.

Criteria 3: Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country.

Criteria 5: Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country.

Criteria 8: Its unique location or singular physical characteristics that make it an established or familiar visual feature.

Criteria 10: Its suitability for preservation or restoration.

Mrs. Sullivan went through each of the eligibility criteria and explained how and why Memorial Hall met each one. The Historic Preservation Commission is in the process of putting Memorial Hall on the National Registry. The Historic Preservation Commission has secured grant funding through SHPO and must be completed by July 1, 2018 for the nomination. Connect2Culture does understand the difference between Local Landmark designation and the National Registry designation. Speaking with Connect2Culture and Mr. Wert, their statement was to help and be attentive to the process and is prepared to appear before any necessary body to keep the National Register moving forward.

Mr. Bolander stated that Mr. Wert was planning on attending the Planning and Zoning meeting and is supportive of this request for the historic local nomination but due to a family emergency he was unable to attend the Planning and Zoning meeting.

Mr. Ramsour stated that on the map it looks like the entire square block is included, from 8th Street to 9th Street and then from Wall to Joplin Streets is included.

Mr. Bolander mentioned that this is all the property associated with Memorial Hall. We designate the whole area as a landmark not just the property the hall sets on.

Mr. Ramsour asked does it include the southern half of the block, which has other enterprises.

Mr. Bolander stated that we may have included the southern part in the legal description. What you could do if approved is exclude that portion out, then staff can recommend the same at the City Council meeting.

Mrs. Steele made some comments about this case. She stated that in 1981 to 1987, the Parks and Recreation Board met in Memorial Hall, which she served on that board, and was advised at that time the building was structurally unsound and it would be prohibited to renovate the building. The building as it stands now is unsuitable for handicap access, both outside and inside. The architecture of the building has been compromised. To designate it as an architectural structure since it has been renovated 3-4 times is hard for her to accept. The Veterans should be remembered with a lovely thing whatever that may be. A plaza for all branches of service.

Mr. Ramsour wanted to point out one thing. Historic designation doesn't necessarily speak to the liability of the building, property or the site.

Mrs. Sullivan stated that if this was a local landmark and someone acquired the property they would not be able to tear it down. They would have to go before the Historic Preservation Commission and other entities. Also, if someone acquire the property as a local landmark, they would have to develop that property by the local landmark standards.

Mr. Ramsour stated that Memorial Hall is a city owned building and property and is not privately owned.

Mrs. Steele asked what does that do?

Mr. Ramsour stated that if you wanted to tear down or do anything else to the building or property, you could come before City Council. I think that this is a safe guard. The building is going to be preserved if humanly possible.

Mrs. Sullivan stated that she could not speak for anyone about plans that they may have or may not have for the building itself. National designation opens for possible tax credits for developers to come in and redevelop that area.

Mr. Duncan asked Mr. Bolander, from the cities perspective is this something that the city wants to put money in and bring back as an entertainment venue or just a building that just sits there. Will it be more of a museum quality building?

Mr. Bolander stated he couldn't answer any of those questions. He spoke about the current situation. Connect2Culture is wanting to build a new performing arts center on the parking lot. They have the first option to acquire Memorial Hall and repair, fix it up, and use it as well. That has not been determined yet. This is to protect the historical significance and character of that building. If someone did purchase it like Connect2Culture they may be eligible for tax credits to redeveloped that building or remodel it.

Mrs. Steele asked Mr. Bolander if it sustains itself financially?

Mr. Bolander stated he could not answer that question. The Parks Department, are the managers of the building and are aware of the request. They would be able to answer that question. The local historic designation would not affect the financial or the continuation of how it is used today.

Mrs. Brueckner-Sears wanted to know with the designation and if Connect2Culture purchased Memorial Hall, would have to keep the integrity of the building?

Mrs. Sullivan stated that typically whenever someone purchases a local landmark building and renovation are needed, it would have to come before the preservation commission and after approval, purchase a building permit. There are major works and minor works. Minor works, city staff can approve, major works must come before the preservation commission before any work can be carried out.

Mr. Bolander stated that it is an extra step to protect the historic resources. People assume that if it becomes dilapidated it can't be removed if it has local designation. That is not the case.

Mr. Cortez asked if this body approves this request, City Council approves this request and the building became a local designation, if determined at later date that this building is just beyond repair and needs to be removed can another building be constructed on that property?

Mrs. Sullivan stated yes.

Mr. Duncan stated and if it is Federal that could happen?

Mr. Bolander stated yes.

Mrs. Brueckner-Sears asked the person that bought it would be responsible for removal of the building?

Mr. Bolander stated that is correct.

Mrs. Steel wanted clarification that Connect2Culture would like control of Memorial Hall?

Mr. Bolander stated if Connect2Culture decides to purchase Memorial Hall there are two phases. The first phase is to build the Performing Arts Center and the second phase is to acquire and reuse Memorial Hall. That is the proposal but has not been agreed upon yet.

Mrs. Bruckner-Sears asked is interested in the land or the building?

Mr. Bolander stated the building.

Mr. Duncan thanked Mrs. Sullivan for providing the supplemental material. Mr. Duncan also stated that the building when it was built was elegant and beautiful and someone needs to take it back to that beauty.

Mrs. Sullivan agreed and stated that if the local designation had been in place prior to any renovations involving Memorial Hall, the Historic Commission could have denied those requests for renovations. Unless, they were up to the Historical Commission policies and procedures. This will not happen again in the future if approved.

Mr. Ramsour stated once designated a local landmark, the acknowledgment will continue as an historic sight and years down the line if the building is torn down the sight will still be acknowledged with a Story board.

Mr. Duncan stated that he is very much for Historic Preservation. He has watch Memorial Hall go downhill since 1978. He is afraid that it will continue to go downhill with the Historic designation. If Connect2Culture decides not to purchase and the city can't put money into the building then we have an historical building that is still running downhill. The concern is it is right in the middle of town. Not because he is against Historic Preservation.

Mr. Bolander stated that the Commission could look at it this way, if someone comes in and would like to purchase the building from the City of Joplin they could be eligible for the Historic Tax Credits if it is on the National Register, which it is not eligible right now.

Mrs. Steele asked Mr. Bolander if that is the main reason for the local designation, to make it eligible for the National Registry?

Mr. Bolander stated not necessarily but it is a marketing tool if someone wants to purchase it, especially for Connect2Culture if they are eligible for those types of credits.

Mrs. Sullivan mentioned that the National Registry is the one that makes it eligible for the tax credits.

Mrs. Steele wanted to know if Historic Preservation gets this passed are you going to continue for Federal?

Mrs. Sullivan stated that they are separate processes. The Historic Commission could continue with the National Registry regardless how this turns out.

Mr. Bolander stated he didn't want to make this complicated. What you decide tonight isn't going to change anything. It does open it up for the National nomination approval. The building is still being used by the Parks Department. The Parks Director stated that it is busy every weekend except for one from now until Christmas. The building is not in the best shape, but it is still being used and still producing income. Mr. Bolander didn't know if it was breaking even financially and that would-be a question for the Parks Director. It is still a useful building and is still being marketed.

Mr. Duncan asked if there were any other questions from the Commissioners. There were not.

Is there anyone else here to speak in favor of the request? There was not.

Is there anyone to speak in opposition of this request? There was not.

Mr. Duncan Closed the Public Hearing.

MR. CORTEZ MADE A MOTION, SECOND BY MR. DERMOTT THAT CASE 034-17 BE FORWARD TO CITY COUNCIL FOR APPROVAL. MR. CORTEZ, MR. RAMSOUR, AND MR. DERMOTT VOTING "AYE". MR. DUNCAN, MS. BRUECKNER-SEARS, AND MS. STEELE VOTING "NAY". (3 IN FAVOR, 3 NAYS, 1 ABSENT).

CASE 034-17 BE FORWARD TO CITY COUNCIL WITHOUT RECOMMENDATION.

Mr. Bolander suggested that the commissioners in opposition give a reason for the Planning & Zoning minutes so the City Council members would be able to review and understand the opposition. You don't have to but they will ask that question. None was given.

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES November 20, 2017

CALL TO ORDER

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

INVOCATION - read by Assistant City Clerk Barbara Gollhofer

PLEDGE OF ALLEGIANCE to the United States of America was led by Mrs. Lewis.

ROLL CALL – Answering Roll Call were Taylor Brown, Miranda Lewis, Dan McCreary, Gary Shaw; Phil Stinnett, and Jim West. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards. Motion by Mr. West, second by Mr. McCreary to excuse Mrs. Colbert-Kean. Voting in favor were Council Members: Brown, Lewis, McCreary, Shaw, Stinnett and West, 6 Nays: 0. Motion by Mr. Stinnett, second by Mr. West to excuse Mr. Stanley. Voting in favor were Council Members: Brown, Lewis, McCreary, Shaw, Stinnett and West, 6 Nays: 0. Motion by Mr. McCreary, second by Mr. Brown to excuse Mayor Seibert. Voting in favor were Council Members: Brown, Lewis, McCreary, Shaw, Stinnett and West, 6 Nays: 0.

PRESENTATIONS
Jan Schumacher with Show Me Pace Clean Energy District, 238 E. High St. Jefferson City, MO, presented information on the Property Assessed Clean Energy (PACE) Program. The program allows property owners to pay for energy measures. State statute requires a municipality to approve the district to operate within their boundaries in order for the program assessments. There is a project in Joplin that wants to use the PACE financing, which requires approval of an ordinance by the city council. Mayor Pro Tem Shaw stated that city would review this request and possibly make a recommendation in the future.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA – Motion by Mr. Stinnett, second by Mr. Brown, to approve the Consent Agenda. Voting in favor were Council Members: Brown, Lewis, McCreary, Shaw, Stinnett and West, 6. Nays: 0. Absent, Colbert-Kean, Seibert, and Stanley, 3.

Minutes of the November 6, 2017 Council Meeting

COUNCIL BILL NO. 2017-278 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by designating the Lincoln School Site as an Historic Landmark and include in a Historic Preservation Overlay District as described below and located 85' north of East 7th Street and 20' east of South Minnesota Avenue in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-178**

COUNCIL BILL NO. 2017-279 - 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 in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-179**

COUNCIL BILL NO. 2017-280 - AN ORDINANCE providing for the vacation of approximately 510 feet of 6th Street, a 60-foot wide designated right of way, in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2017-180**

RESOLUTIONS

ORDINANCES – EMERGENCIES

Mr. Brown introduced COUNCIL BILL NO. 2017 - 167 - AN ORDINANCE approving a Work Authorization with Allgeier-Martin & Associates Inc., in an amount not to exceed Thirty-Six Thousand Five Hundred and No/100 Dollars ($36,500.00) for engineering services associated with the Zora & Schifferdecker water line relocation project 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. Brown, second by Mr. West that Council Bill No. 2017-167 be passed on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Shaw, Stinnett and West, 6. Nays: 0. Absent, Colbert-Kean, Seibert, and Stanley, 3. The council bill was declared adopted and entitled **Ordinance No. 2017-181**

Mrs. Lewis introduced COUNCIL BILL NO. 2017-524 - AN ORDINANCE amending Ordinance No. 2011-001 authorizing the issuance of not to exceed $26,000,000 principal amount of sewerage system revenue bonds (State of Missouri – Direct Loan Program) Series 2011A of the City of Joplin, Missouri, and containing an emergency clause. Motion by Mrs. Lewis, second by Mr. McCreary that Council Bill No 2017-524 be passed on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Shaw, Stinnett and West, 6. Nays: 0. Absent, Colbert-Kean, Seibert, and Stanley, 3. The council bill was declared adopted and entitled **Ordinance No. 2017-182**

Mr. Stinnett introduced COUNCIL BILL NO. 2017-525 - AN ORDINANCE amending Ordinance No. 2014-134 authorizing the issuance of not to exceed $3,282,000 principal amount of sewerage system revenue bonds (State of Missouri – Direct Loan Program) Series 2014 of the City of Joplin, Missouri, and containing an emergency clause. Motion by Mr. Stinnett, second by Mr. West that Council Bill No. 2017-525 be passed on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Shaw, Stinnett and West, 6. Nays: 0. Absent, Colbert-Kean, Seibert, and Stanley, 3. The council bill was declared adopted and entitled **Ordinance No. 2017-183**

Mr. West introduced COUNCIL BILL NO. 2017-526 - 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. Motion by Mr. West, second by McCreary that Council Bill No. 2017-526 be passed on an emergency basis. Voting in favor were Council Members: Brown, Lewis, McCreary, Shaw, Stinnett and West, 6. Nays: 0. Absent, Colbert-Kean, Seibert, and Stanley, 3. The council bill was declared adopted and entitled **Ordinance No. 2017-184**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS:

News from the PIO
Once again, the holiday elves have been busy decorating the City Hall windows! Everyone is invited to come see their work on Monday, November 27 at the annual unveiling of the holiday displays. Area attractions are involved in the window decorations, and we think there may be a few fun surprises as they keep with this year's theme of Experience **JoMo for the Holidays".** This event starts at 6 p.m. with refreshments offered inside City hall. The windows will remain decorated until early January and we encourage our residents to enjoy them and share them with their friends and family who visit Joplin.

Also that evening, everyone is invited to Spiva Park at 4th and Main for the annual lighting of the Christmas tree. Joplin Parks and Recreation hosts this gathering for both the young and young at heart. The tree lighting is set for 6:30 p.m. on Monday, November 27 with refreshments served.

Another holiday tradition to plan on is the Joplin Christmas Parade on Tuesday, December 5 so be sure to mark your calendar.

And just a reminder that City offices will be closed on Thursday, November 23 and Friday, November 24 for the Thanksgiving holiday. This closure includes the Sunshine Lamp Trolley and MAPS transportation service, and the Joplin Recycling Center. The Trolley and MAPS services, as well as the Joplin Recycling Center will resume their regular hours on Saturday, November 25. Joplin Residential trash service does not run on Thanksgiving, so Thursday customers will have their trash picked up on Friday, and Friday's services will be moved to Saturday.

In closing, I wish all of you and our citizens a wonderful and blessed Thanksgiving holiday.

Mr. McCreary stated that he had visited the Dog Park a few times recently and wanted to comment that it was a great facility with nice people and nice pups and that it was a pleasant experience.

Mr. Shaw read a humorous article, then wished everyone a happy and blessed Thanksgiving.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2016, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Brown, second by Mr. West to go into closed session. Voting in favor were Council Members: Brown, Lewis, McCreary, Shaw, Stinnett and West, 6. Nays: 0. Absent, Colbert-Kean, Seibert, and Stanley, 3.

The meeting was adjourned at 6:40 p.m.

Respectfully,

Barbara J Gollhofer

Barbara J. Gollhofer, Assistant City Clerk, MRCC

EMPIRE MARKET

TIMELINE TO DATE

January 2017	Property acquisition. Donation valued at 1.7m via Empire Electric.
February 2017	Project workdays. Over 1,000 volunteer community hours.
March 2017	Begin leasing incubator spaces.
	Paragon begins architectural plan.
	First grant application submitted.
August 2017	Master plan completed
	Begin vendor recruitment
November 2017	Fundraising begins
	Continue Vendor recruitment

ANTICIPATED NEXT STEPS

December 2017	*Begin farm visits, Policy and guidelines established*
January 2018	*Vendor meetings begin; hire market manager*
February 2018	*Upgrades in Market Hall*
	As funds allow, begin grounds upgrades and gardens
April 2018	*First Market day, April 28th*
	Capital Campaign continuing
July 2018	*Begin renovation of second floor for classrooms and entrepreneurial hub*
October 2018	*Commissary kitchen and teaching kitchens installed*
January 2019	*Complete renovation of second floor*
April 2019	*All exterior work, gardens, landscaping complete.*

EMPIRE MARKET

SCOPE OF WORK/BUDGET

The property is a 1907 building. While it is in solid condition, the mechanicals and roof membranes need replaced. We will be doing upgrades for ADA compliance and safety. Kitchens will be added to allow for full programming.

The scope of work includes:

- Site work - clean up/redesign parking areas, create outdoor terraced classroom, revitalize rear parking area for festival space.
- Building exterior - clean up and expose original finishes as much as possible
- 2nd floor - selective demolition to increase variety of office sizes and types, reuse/upgrade as necessary existing electrical/HVAC/plumbing, expand restrooms, complete finishes upgrade
- 1st floor - selective demolition to create as much open area as possible, create new entry/lobby/vertical circulation, reuse/upgrade as needed existing electrical/HVAC/plumbing
- Roof - demo existing roof and re-roof
- Sprinkler system - whole building sprinkler system

Scope of Work, Estimated Costs

PERMITTING/FEES	20,000
A/E	225,000
SITE WORK/ PARKING LOTS	420,000
MARKET PAVILION	250,000
INTERIOR RENOVATION	1,300,000
EXTERIOR/LANDSCAPING	185,000
CONTINGENCY	100,000

Expense estimates via Neal Group Construction and Paragon Architects.

EMPIRE MARKET

GIFT GUIDELINES

GIFT ACKNOWLEDGEMENT

At the time the donor makes a gift or a pledge, the donors is encouraged to complete a donor recognition designation form outlining their preferences regarding how we can recognize their gift or pledge. Donors will receive a tax acknowledgement letter upon receipt of their gift. Donors will also receive an end of the calendar year summary for their convenience in preparing for their tax deductions.

NAMING OPPORTUNITIES

A naming opportunity can be reserved at the time a letter of intent is signed. Once the gift or pledge payments have been paid in full, the hand crafted metal designation recognizing the donor will be placed on the space selected or reserved by the donor. Donors are asked to keep lines of communication open if they anticipate the need to delay any portion of their gift or pledge payments. Pledge payments that fall more than one year overdue must be written off of our books in accordance with our financial policies. However, donors who communicate with the organization and sign a revised letter of intent outlining their adjusted payment schedule will continue to be recognized at the same level and can retain their naming opportunity reservation. Donors who are not in communication with the organization about their late pledge payment may lose their naming opportunity reservation and have their gift club adjusted.

ANNUAL REPORT

Gifts, pledges and pledge payments will be recognized in the Annual Report in the Fiscal Year in which they are made. Donors who have made $100,000 or more cumulatively, will be recognized every year in the cumulative donors section.

PAVING TILES

Donors who make a gift of $1,000 or more in support of the Empire Market will receive a paving tile with their name on it. Paving tiles will be located in Outdoor Courtyard areas.

EMPIRE MARKET

MAJOR GIFT NAMING OPPORTUNITIES

All names will be of hand crafted laser-cut metal created by local artisan

MARKET HALL 1,000,000
ON THE 4TH STREET SIDE OF THE BUILDING, VISIBLE TO PASSING TRAFFIC

OUTDOOR PAVILION 750,000
ON THE 3RD STREET SIDE, OVERLOOKING THE FESTIVAL COURTYARD

INCUBATOR 500,000
IN THE STAIRWELL ENTRANCE TO THE SECOND FLOOR STARTUP SPACE

CLASSROOM/EDUCATION CENTER 250,000
AT ENTRANCE TO CLASSROOM AND TEACHING KITCHEN

NORTH HALL 250,000
AT OUTDOOR ENTRANCE

METER SHOP 250,000
WEST COMPLEX BUILDING

TEACHING GARDENS 100,000
IN THE FESTIVAL COURTYARD

COMMUNITY GARDENS 100,000
IN WEST LOT





EMPIRE MARKET

SUPPORTER RECOGNITION

Donors who make a gift of $1000 or more in support of the Empire Market will receive a section of paving tile with their name on it. Paving tiles will be located in the outdoor classroom and/or courtyard areas.

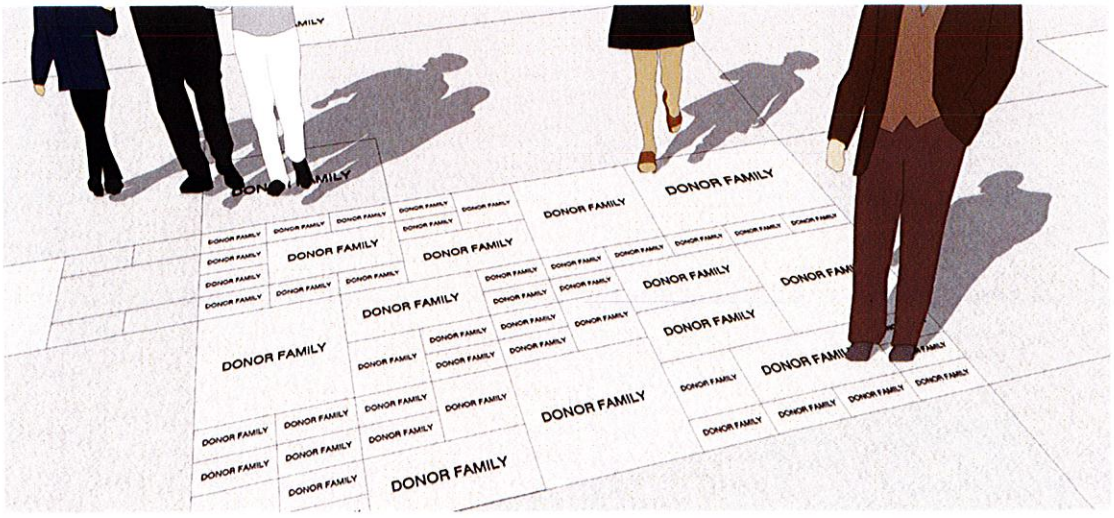
TILE OPTIONS

6X12 $1,000-4,999

12X12 $5,000-24,999

12X24 $25,000-49,999

24X24 $50,000+



EMPIRE MARKET

GIFT INTENTION

I support Downtown Joplin Alliance's vision of strengthening Joplin's local economy, encouraging a healthy community, improving public health nutrition options, and more by making a contribution to the Joplin Empire Market campaign. In the amount of $_____.

☐ As a single donation
☐ Over _____ year(s)

Paid herewith is $_____, with the remainder to be paid as follows:
Number of payments _____

Paid: ☐ Annually $ _____ ☐ Monthly $_____ ☐ Quarterly $_____

☐ CHECK ENCLOSED
☐ CREDIT CARD Number _____Exp_____V-code_____
☐ GIFT OF APPRECIATED STOCK

☐ I would like my donation to be recognized as an anonymous gift.
☐ Please list my name as specified in all appropriate donor recognition:

Name: _____

Please print exactly as you would like your gift to be recognized. For example:
John A. & Margaret D. Smith The Family of John Smith In memory of John Smith

Name (print): _____

Mailing address: _____

City, State, Zip: _____

Home/cell phone: _____ Fax: _____

Email: _____

Signature: _____ Date: _____

Contributions are tax deductible as provided by law.

Please make checks payable to:
Downtown Joplin Alliance
931 E 4th Street
Joplin, MO 64801

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 4, 2017

Item: RESOLUTION NO. 2017-011
Originating Department: PLANNING, DEVELOPMENT & NEIGHBORHOOD SERVICES

Attachments: 1) Empire Market Building Information
2) Application
3) Resolution No. 2017-011

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

Recommended Action: Staff recommends approval.

INTRODUCTION:
The attached resolution provides city support for the Empire Market Redevelopment Project located at 931. E. 4th Street. The resolution also permits the City of Joplin to apply for tax credits through the Missouri Development Finance Board to assist the Downtown Joplin Alliance with the rehabilitation of the building and grounds.

STAFF SUMMARY:
The Downtown Joplin Alliance, owner of the Empire Market Building, is currently converting the former Empire Electric Company warehouse and equipment storage building into a Farmer's/Artisan market. The proposed project will provide an outdoor covered market pavilion, plus, provide additional space for offices, business incubators, classrooms and community gardens. The redevelopment project is eligible for financing through the Missouri Development Finance Board's (MDFB) Tax Credit for Contribution Program. The program allows a taxpayer to contribute to one of three funds established by the Board's statues. Up to a 50% tax credit may be issued to the taxpayer on the value of their eligible contribution. In return, the project beneficiary (DJA) will receive a grant to help finance some of the redevelopment costs associated with the rehabilitation of the building and grounds.

For the Empire Market Redevelopment Project to be eligible for financing, the applicant for the tax credits must be a unit of local government (City of Joplin). The application and program does not financially commit the city to the project and no city funds will be used on the Empire Market Redevelopment Project.

RECOMMENDATION:
Staff recommends approval of Resolution 2017-011

RESOLUTION NO. 2017-011

A RESOLUTION authorizing the City of Joplin to apply to the Missouri Development Finance Board (MDFB) for financing through the State Tax Credit for Contribution Program in support of the Empire Market Building Redevelopment Project.

WHEREAS, THE City of Joplin is expressing its support for the Empire Market Redevelopment Project located at 931 E. 4th St.; and

WHEREAS, THE Downtown Joplin Alliance, the owner of the Empire Market Building, has requested tax credits to help with the rehabilitation of the building and grounds; and

WHEREAS, The Empire Market Redevelopment Project is eligible for financing through the State Tax Credit for Contribution Program administered by the MDFB;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, that the Council authorized the City Manager of the City of Joplin, or his designee, to submit an application to the MDFB for financing through the Tax Credit for Contribution Program in support of the project through the use of tax credits.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of December, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: December 4, 2017
ITEM: Council Bill No. 2017-012 approving a Donation Agreement between the City of Joplin and the Missouri Southern Foundation, dealing with the former Joplin Public Library and parking lot located at 3rd & Main Street.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2017-012; Exhibit – Donation Agreement.

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
FINANCE DEPARTMENT:	Leslie Haase	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**

INTRODUCTION:

This Council Bill authorizes and approves a Donation Agreement by and between the City of Joplin, Missouri, and the Missouri Southern Foundation, dealing generally with the transfer of the former Joplin Public Library and its parking lot, to the Missouri Southern Foundation.

DISCUSSION:

The City was contacted by the Missouri Southern Foundation with a proposal regarding the former Joplin Public Library. Missouri Southern Foundation is desirous of obtaining this property for the purpose of redeveloping it to utilize as an additional campus to conduct classes and educational activities for the Missouri Southern State University. The City desires to donate the former Joplin Public Library building and parking lot property to the Foundation for the purpose of its redevelopment.

Upon successful closing of the transaction, the Foundation would assume ownership of the former Joplin Public Library and parking lot. The Foundation would be required to maintain, pay utilities and pay casualty insurance and any taxes levied against the real estate. If the Foundation does not complete the renovation of the building and commence operations within six (6) years, the property will revert back to the City. If the Foundation does not move forward with their project, they are free to deed the real estate back to the City at any time. The Foundation unanimously approved this Agreement at its November 16th meeting.

RECOMMENDATION:

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

PCE:ab
Attachments

COUNCIL BILL NO. 2017-012 ORDINANCE NO.

AN ORDINANCE approving a Donation Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Missouri Southern Foundation, dealing generally with the transfer of the former Joplin Public Library Building and Parking Lot property, by the City of Joplin to the Missouri Southern Foundation for the purpose of redevelopment; authorizing the City Manager to execute said Donation Agreement, and such other documents as may be necessary to complete the conveyance, by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, the Missouri Southern Foundation has approached the City of Joplin, Missouri, with a proposal to redevelop the former Joplin Public Library property, and utilize it as an additional campus to conduct classes and educational activities for Missouri Southern State University; and,

WHEREAS, the City of Joplin, Missouri, is desirous of donating the property to the Missouri Southern Foundation.

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

Section 1. That the Donation Agreement by and between the City of Joplin, Missouri, a Municipal Corporation, and Missouri Southern Foundation, dealing generally with the transfer of the former Joplin Public Library Building and Parking Lot property, by the City of Joplin to the Missouri Southern Foundation for the purpose of redevelopment to be utilized as an additional campus to conduct classes and educational activities for the Missouri Southern State University, a copy of which is attached hereto and incorporated herein, or copy in substantially similar form to that, be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Donation Agreement and such other documents as may be necessary to complete the conveyance, by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

Section 3. That this Ordinance is declared by the City Council to be an emergency within the meaning of Section 2.12(6) OF THE HOME RULE CHARTER of the City of Joplin, Missouri, in that said Ordinance deals with the former Joplin Public Library property and its redevelopment (public improvement) and as such, shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by a vote of _____.

_____

Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

DONATION AGREEMENT

THIS DONATION AGREEMENT (this ***"Agreement"***) is made and entered into effective as of the ____ day of _____, 2017 (the "***Effective Date***"), by and between City of Joplin, Missouri, a Missouri municipal corporation, (***"Donor"***) and the Missouri Southern Foundation, a Missouri not-for-profit corporation (***"Donee"***).

RECITALS

A. Donor is a municipal corporation in Jasper County, Missouri.

B. Donor owns certain real property located in the City of Joplin, County of Jasper, State of Missouri, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein, together with any and all hereditaments and appurtenances thereunto belonging (collectively, the ***"Property"***), on which sits the former Joplin Public Library and a parking lot and related improvements.

C. Donee has approached Donor with a proposal to redevelop the Property and utilize it as an additional campus to conduct classes and educational activities associated with Missouri Southern State University.

D. Donor desires to donate the Property to Donee, and Donee desires to accept donation of the Property, subject to terms, covenants and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee hereby agree as follows:

ARTICLE 1.
DONATION OF THE PROPERTY

1.1 Donation of the Property. Upon the terms, covenants and conditions herein set forth, Donor agrees to donate to Donee the Property and all improvements located thereon, and Donee agrees to accept the donation of the Property from Donor.

1.2 Condition of Property.

1.2.1 *Property Information*. Donor shall provide to Donee, within five (5) business days following the execution of this Agreement, copies of Donor's records related to the property and an environmental and geotechnical report with respect to the Property, if any are available. Donor's delivery of such documents shall not be deemed or construed as a representation or warranty with respect to the contents thereof, and Donor expressly disclaims any such representations or warranties with respect to the accuracy of such reports.

1.2.2 *Donee's Inspection Rights*. From the Effective Date and for a period of sixty (60) days thereafter (the "***Inspection Period***"), Donee shall be provided with access to the Property and shall be permitted to inspect and examine the Property upon reasonable advance notice to Donor, subject in all cases to the provisions of this Section 1.2.2 and the indemnification provisions described in Section 1.2.3 of this Agreement. Donor shall be entitled to have a representative present at all times while Donee or its representatives are physically on the Property. It is understood and agreed that Donee shall be responsible to perform such inspections and other examinations of the Property as Donee deems necessary or desirable (including, without limitation, any tests, studies, investigations, inspections and other examinations of physical and environmental conditions of the Property). All tests, studies, investigations, inspections and other examinations by Donee of the Property shall be conducted in a non-invasive manner. Donor expressly consents to Donee obtaining a Phase I Environmental Site Assessment with respect to the Property. Donee shall restore the Property to its original conditions promptly after completing each such test, study, investigation, inspection and other examination. Donee's foregoing agreement shall survive any termination of this Agreement and shall survive Closing and the delivery of the Warranty Deed at Closing.

1.2.3 *Donee's Termination Right*. Donee, in Donee's sole discretion, may terminate this Agreement for any reason whatsoever by delivering written notice thereof to Donor and the Title Company on or before the expiration of the Inspection Period, in which event, the provisions of this Section 1.2.3 shall govern. If Donee shall fail to provide Donor and Escrow Agent with written notice of termination on or before the expiration of the Inspection Period, then Donee shall be deemed to have affirmatively and expressly approved and accepted the Property and all conditions, elements and matters pertinent thereto, including, without limitation, soil conditions, zoning, drainage, flood control, water, sewage, electricity, gas and other utility connections, economic feasibility, construction suitability, submittals, any survey or any other matter which was or could have been inspected or examined by Donee, and Donee and Donor shall proceed to Closing, subject to the provisions set forth herein.

1.2.3 *"AS IS" DONATION*. DONEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND ANY DOCUMENTS DELIVERED TO DONEE BY DONOR AT CLOSING, DONOR HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES REGARDING ANY ASPECT OF THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITY OR USE WHICH DONEE OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE

PROPERTY, OR (G) COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY OF THE DOCUMENTS DELIVERED BY DONOR TO DONEE AT CLOSING, NO PERSON ACTING ON BEHALF OF DONOR IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF DONEE ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE PROPERTY OR THE DONATION CONTEMPLATED HEREIN. DONEE ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, DONEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY DONOR. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DONATION OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS WITH ALL FAULTS. DONEE ASSUMES THE RISK THAT ADVERSE PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTICS AND CONDITIONS OF THE PROPERTY MAY NOT HAVE BEEN REVEALED BY DONOR'S DISCLOSURES OR DONEE'S INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

1.3 Title Commitment/Review Period.

1.3.1. Within twenty (20) days of the Effective Date, Donor shall cause the Title Company, at Donee's expense, to issue and deliver to Donee a commitment to insure the Property in the amount of the Title Policy (as defined in Section 2.3.1 hereof, as further described in Section 1.3.3 hereof) (the "***Title Commitment***"). The Title Company shall provide Donee with copies of all recorded documents shown as exceptions to title on the Title Commitment (the "***Exception Documents***"). Within ten (10) days following the receipt by Donee of the Title Commitment and copies of all Exception Documents (the "***Title Review Period***"), Donee shall notify Donor, in writing ("***Donee's Title Notice***") as to which items, if any, disclosed in the Title Commitment are not acceptable to Donee. Within five (5) business days following Donor's receipt of Donee's Title Notice, Donor shall notify Donee, in writing ("***Donor's Title Notice***") that, with respect to each matter objected to in Donee's Title Notice (A) it shall take such actions as may be reasonably necessary to eliminate such matter as an exception in the Title Commitment; or (B) that it shall not take any action to cure Donee's objection to such matter. Except to the extent that Donor's Title Notice expressly states that Donor will take an action with respect to a matter identified in Donee's Title Notice (or if Donor fails to deliver Donor's Title Notice within such five (5) business day period) then Donor shall be deemed to have elected clause (B) of this Section 1.3.1.

1.3.2. Title Contingency. In the event Donee fails to deliver Donee's Title Notice, then Donee shall be deemed to have waived all title objections to matters shown in the Title Commitment. If Donee has timely delivered Donee's Title Notice and Donor elects not to correct such objections, or is deemed to have elected not to correct such objections as provided in clause (B) of Section 1.3.1 hereof, Donee may either waive the objection and proceed to Closing, or Donee may terminate this Agreement and neither Donor nor Donee shall have any further liability or obligation under this Agreement. If Donee fails to terminate this Agreement on or before the Closing Date, then Donee shall be deemed to have waived all of its title objections (except with respect to those specific matters objected to in Donee's Title Notice which are agreed to be eliminated in Donor's Title Notice (the "***Rejected Exceptions***").

1.3.3. Title Policy. Each item and matter revealed by the Title Commitment (other than the Rejected Exceptions) shall be deemed a "***Permitted Exception***" under this Agreement. Notwithstanding the foregoing, Donee expressly agrees to accept the Property, and acknowledges and agrees that at Closing the Property shall be subject to, and the term "Permitted Exception" shall therefore include, conditions, covenants and terms contained in this Agreement which remain in effect following the Donee's construction, re-construction, renovation and rehabilitation of the improvements located on the Property and use of the Property as an education and teaching facility by Missouri Southern State University (collectively, the "***Covenants***"). At Closing, the Title Policy (as further defined in Section 2.3.1) shall be as described in the Title Commitment (but free of each Rejected Exception), except as expressly provided in this Agreement. If Donor fails to eliminate or satisfy, on or before the Closing Date, any Rejected Exception, Donee shall have the sole option of either terminating this Agreement for failure to satisfy a condition to Donee's obligation to close under this Agreement, in which case, this Agreement, and the rights and obligations of Donor and Donee hereunder shall terminate, and this Agreement shall be of no further force or effect. Upon Closing, Donee shall be deemed to have waived all objections to the items and matters reflected on the Title Policy and each such item and matter shall thereafter be deemed a "Permitted Exception."

1.4 Reserved.

1.5 Reversionary Interest. Donee agrees that if Donee fails to complete the rehabilitation of the real estate described in this Agreement and commence operations on or before the sixth (6th) anniversary of the execution of this Agreement, then upon written notice by Donor to Donee electing to exercise its rights pursuant to this Section 1.5, title to the Property shall revert back to Donor and said reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds or other matters affecting such portion of the Property which were made or created after the date of this Agreement. In the event Donee does complete construction of the above-described improvements on the Property and commences operation thereof within such time period, then upon Donee's request, Donor agrees to execute an instrument, in recordable form reasonably acceptable to Donor and Donee, acknowledging the satisfaction of said condition and the termination of Donor's reversionary interest in the Property. Nothing herein shall preclude Donee from, for any reason whatsoever, in its

discretion, conveying the Property back to Donor prior to the sixth (6th) anniversary date of this Agreement.

1.6 Operation of the Property. Upon execution of this Agreement, and delivery of the Warranty Deed by Donor, Donee agree to undertake the maintenance, upkeep and utilities on the Property at Donee's sole expense, until such time the Donee's re-construction of the Property is complete, or until such time that the City may exercise its reversionary rights under Section 1.5.

1.7 Casualty Insurance. Upon execution of this Agreement, and until Donee completes construction its improvements at the Property, Donee shall procure and maintain, at Donee's expense, special form ("all risk") property insurance, in an amount not less than $1,800,000.00, covering the Premises (including all improvements) and the Building in which the Premises is located (collectively, the "Property Insurance"). Donor shall be named as loss payee on the Property Insurance with respect to proceeds attributable to damage to the Premises and the Building, for the first $1,800,000.00 of coverage. Donee shall be entitled to all insurance proceeds over and above that amount. Upon completion of the improvements by Donee, the obligation to carry Casualty Insurance for the benefit of Donor shall terminate.

ARTICLE 2.
CLOSING DATE AND CLOSING

2.1 Closing. The consummation of the donation contemplated by this Agreement shall occur (the ***"Closing"***) at the offices of the City of Joplin, Joplin, Missouri, or at such other place as the parties may mutually agree, on or before March 16, 2018 (the ***"Closing Date"***).

2.2 Obligations at Closing.

2.2.1 *Donor's Deliveries*. At Closing, Donor shall execute, acknowledge (where necessary) and deliver to Donee, as appropriate, the following: (a) the Deed, subject to easements, conditions and restrictions of record, including but not limited to the Permitted Exceptions; (b) such other documents and instruments as may be required to give effect to this Agreement or as may be reasonably requested by Donee in connection with the performance of Donor's obligations hereunder; and (c) possession of the Property.

2.2.2 *Donee's Deliveries*. Donee shall execute, acknowledge (where necessary) and deliver to Donor, such documents and instruments as may be reasonably required to give effect to this Agreement or as may be reasonably requested by the Donor to evidence Donee's acceptance of the Property being conveyed at such Closing subject to the Permitted Exceptions and the performance of Donee's obligations hereunder. Donee shall be responsible for filing a certificate of value in respect of the Property being conveyed at such Closing with the office of the assessor for the county in which the Property is located.

2.3 Conditions to Closing.

2.3.1 *Donor Conditions*. Donor's obligation to convey the Property to Donee at the Closing shall be expressly conditioned upon and subject to the following: (a) Donee having obtained or obtaining (i) from a title company licensed to do business in the state of Missouri (the "***Title Company***"), a commitment in favor of Donee for an owner's policy of title insurance with respect to the Property, and (ii) at Closing, an owner's policy of title insurance with respect to the Property and stating an insured amount of at least $1,800,000.00 (the ***"Title Policy"***); and (b) Donee delivering all of the items required pursuant to Section 2.2.2 above.

2.3.2 *Donee Conditions*. Donee's obligation to close shall be expressly conditioned upon and subject to the following: (a) Donee having received or receiving the Title Policy (as further described in Section 1.3.3 hereof) in form and substance reasonably satisfactory to Donee, provided that inclusion of the Permitted Exceptions as exceptions to the coverage set forth therein may not constitute a failure of this condition; and (b) Donor delivering all of the items required pursuant to Section 2.2.1 above.

ARTICLE 3.
CLOSING COSTS AND ADJUSTMENTS

3.1 Closing Costs of Donor. At Closing, Donor shall pay the filing fees regarding the release of any deeds of trust or other security documents relating to any existing loans being released on the Property.

3.2 Closing Costs of Donee. At Closing, Donee shall pay the charges and costs of obtaining the Title Policy, the recording and filing fees regarding the Deed and any other necessary documents, and any other fees and closing costs relating to the Closing (including the cost of any escrow or closing fees charged by the Title Company, if one is used).

3.3 Separate Expenses of Parties. Each party hereto shall be responsible for the payment of its respective attorneys' fees and all other costs and expenses of any kind or nature incurred by such party in connection with this Agreement, the Closing or the Property.

ARTICLE 4.
REPRESENTATIONS, COVENANTS AND WARRANTIES

4.1 Donor's Representation, Covenants and Warranties. Donor represents, warrants and covenants to Donee as follows, which representation and warranties shall be considered made as of the date hereof and as of the Closing Date:

4.1.1 *Donor's Authority*. Donor is a municipal corporation organized and existing under the laws of the State of Missouri and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donor is fully authorized by all requisite authority; and no other consents by any other party are required for Donor to execute and deliver this Agreement and such other documents.

4.1.2 *Authority of Signatories; No Breach of Other Agreements*. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donor and the signatories of Donor hereto. To the actual knowledge of Donor, the performance by Donor of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donor is bound, and, to the actual knowledge of Donor, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donor is subject.

4.1.3 *All Required Action Taken*. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.

4.2 Donee's Representations, Covenants and Warranties. Donee represents, warrants and covenants to Donor as follows, which representations and warranties shall survive Closing hereunder for the period provided below and shall inure to the benefit of Donor, its successors and assigns and shall be considered made as of the date hereof and as of the Closing Date:

4.2.1 *Donee's Authority*. Donee is a Missouri not-for-profit corporation organized under the law of the State of Missouri, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donee is fully authorized by all requisite authority; and no other consents by any other party are required for Donee to execute and deliver this Agreement and such other documents.

4.2.2 *Authority of Signatories; No Breach of Other Agreements*. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donee and the signatories of Donee hereto. To the actual knowledge of Donee, the performance by Donee of its obligations under the terms of this Agreement do not conflict in any material or adverse way with our result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donee is bound, and, to the actual knowledge of Donee, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donee is subject.

4.2.3 *All Required Action Taken*. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donee and its representatives and agents.

ARTICLE 5.
RELEASE OF CLAIMS

5.1 Release of Claims. Donee hereby covenants and agrees to release and not to sue Donor, its officers, directors, attorneys, agents and employees (the ***"Released Parties"***) as a result of any and all claims regarding the condition of the Property, including any and all claims and causes of action existing as of the date of Donor's delivery of the Deed for the Property to Donee and any claims and causes of action thereafter created or enacted, whether at common law or by federal, state, county or municipal law or ordinance, including without limitation, any claims and causes of action relating to the presence in, on, under or near the Property, of any Hazardous Material (as defined below) or arising under any Environmental Laws. The provisions of this paragraph shall survive Closing and conveyance of the Property.

5.2 Definitions. The term ***"Hazardous Material"*** means any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws (as defined below) as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity, including any items defined as "Hazardous Materials" in 49 CFR 171.8, and any petroleum, polychlorinated biphenyls (PCBs), asbestos, radon, natural gas, natural gas liquids, liquefied Natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), and any other material of similar genre. The term ***"Environmental Laws"*** means any and all present and future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of governmental authorities relating to the environment, or to any Hazardous Material or to any activity involving Hazardous Materials, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42. U.S.C. 6901 et seq., as amended (CERCLA), the Resource Conservation and Liability Act, as amended 42 U.S.C. 6901 et seq., the Clean Water Act, 33 U.S.C. 1251 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j, as all of the foregoing may be amended from time to time.

ARTICLE 6.
NOTICE

6.1 Notice. Any notice or election required or permitted to be given or served by any party hereto upon any other will be deemed sufficiently given when delivered in person, or when deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, to such party at the respective addresses given below, or sent by telecopy to the fax numbers set forth below, provided that a confirming copy of the telecopy is promptly sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses given below and a copy of any notice or election given to either party shall be promptly delivered to the attorneys for such party at the addresses given below:

If to Donor: City of Joplin
Attention: Peter C. Edwards
City Attorney
602 S. Main
Joplin, Missouri 64801

If to Donee: Missouri Southern Foundation
Attention: J. Bradford Hodson
3950 E. Newman Road
Joplin, Missouri 64801

With a copy to: Spencer Fane LLP
Attention: S. Shawn Whitney
2144 E. Republic Road, Suite B300
Springfield, Missouri 65804

6.2 Effective Date; Change of Address. Each such notice or communication shall be deemed to have been delivered to the party to which addressed on the date the same is hand-delivered, if mailed when deposited in the United States Postal system, sent by registered or certified mail, return receipt requested, postage prepaid, as the case may be, properly addressed in the manner above provided, and shall be deemed to have been received by the party to which addressed, in the case of hand delivery, on the day it is delivered, or in the case of United States Mail, on the date of deposit in the United States Postal system. Any party may change its address for notice by delivering written notice of said change to the other party, in the manner above provided.

ARTICLE 7.
GENERAL PROVISIONS

7.1 Remedies. In the event of any breach or default by Donee hereunder, Donor shall be entitled to pursue any and all rights and remedies allowed at law or in equity. In the event of a breach or default of this Agreement by Donor occurring prior to Closing and resulting in a failure to close, Donee's sole and exclusive remedy shall be to terminate this Agreement, provided that Donee shall not exercise such remedy unless Donor has first been given written notice of the breach or default hereunder and it remains uncured following such notice for a period of thirty (30) days.

7.2 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understanding or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

7.3 Duties for Performance. If the date for the performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance of such act shall be deemed extended to the next business day.

7.4 Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.5 Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in the interpreting this Agreement.

7.6 Binding Effect. The Agreement shall become effective and shall be binding on the parties only after it has been signed by both Donee and Donor. This Agreement and all covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with Property.

7.7 Controlling Law. This Agreement has been made and entered into under the laws of the State of Missouri, and said laws shall control the interpretation hereof.

7.8 Time of the Essence. Time is of the essence in the performance of this Agreement.

7.9 Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties.

7.10 Assignment. Donee may assign its interest in this Agreement prior to the Closing to a single purpose entity ("SPE") whose purpose shall be the construction and development of the real estate. The terms, covenants and conditions contained in this Agreement shall run with the land. Donee agrees that it will guarantee performance of the SPE and any and all of Donee's obligations it assigns to the SPE under this Agreement.

7.11 Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

7.12 Expense of Parties. In the event of litigation between the parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

7.13 Effective Date. As used herein, the term ***"Effective Date"*** shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below opposite the signatures of Donee and Donor.

7.14 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

7.15 Conflicts. In the event of a conflict between any provision of this Agreement and any provision of the Deed, the latter provision shall control to the extent of the conflict.

[Remainder of page intentionally left blank; signatures on succeeding page]

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the dates set for below.

DONOR:

CITY OF JOPLIN, MISSOURI,
a Missouri municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

DONEE:

MISSOURI SOUTHERN FOUNDATION
a Missouri not-for-profit corporation

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A
to
Donation Agreement

Legal Description of Property

"All of Lots Numbered 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 46, all in the Original Town of Murphysburg, now a part of the City of Joplin, Jasper County, Missouri."

Also Known As: 300 S. Main St., Joplin, Missouri 64801

EXHIBIT B
to
Donation Agreement

Deed

The space above this line is for Recorder's use only

GENERAL WARRANTY DEED

THIS DEED, made and entered into this _____ day of _____, 2017, by and between **City of Joplin, Missouri, a Missouri Municipal Corporation**, party of the First Part, hereinafter, "Grantor", and **Missouri Southern Foundation,** party of the Second Part, hereinafter "Grantee". Mailing address of said first named grantee: 3950 E. Newman Road Joplin, Missouri 64801.

WITNESSETH, that the said party of the First Part, for and in consideration of Ten Dollars and other good and valuable consideration, paid by the said party of the Second Part, the receipt of which is hereby acknowledged, does by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM**, unto the said party of the Second part, and to the heirs, successors and assigns of such party, the following described real estate, situated in the County of Jasper, State of Missouri, to-wit:

"All of Lots Numbered 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 46, all in the Original Town of Murphysburg, now a part of the City of Joplin, Jasper County, Missouri."

Also Known As: 300 S. Main St., Joplin, Missouri 64801

EXCEPTING THEREFROM AND SUBJECT TO the following restrictions and rights which Grantor hereby reserves to itself, its successors and assigns:

1. Grantee agrees that if Grantee fails to complete the re-construction and rehabilitation of the real estate described in this Agreement and begin classes for Missouri Southern State University, on or before the sixth (6th) anniversary of the execution of this Agreement, then upon written notice by Grantor to Grantee electing to exercise its rights

pursuant to this Section 1.5, title to the Property shall revert back to Grantor and said reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds or other matters affecting such portion of the Property which were made or created after the date of this Agreement. In the event Grantee does complete construction of the above described improvements on the Property and commences operation thereof within such time period, then upon Grantee's request, Grantor agrees to execute an instrument, in recordable form reasonably acceptable to Grantor and Grantee, acknowledging the satisfaction of said condition and the termination of Grantor's reversionary interest in the Property.

2. Grantor's remedies for enforcement of Grantee's covenants and Grantor's rights set forth in Sections 1 and 2 above shall include but not be limited to any and all equitable remedies which may be appropriate, including injunctive relief and specific performance, and Grantor shall be entitled to receive from Grantee its attorney's fees and other costs incurred as a result of such enforcement action.

TO HAVE AND TO HOLD, the described premises, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the party of the second part and unto the heirs, successors and assigns forever, the party of the First Part hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed, that it has good right to convey the same, that the premises are free and clear from any mortgage and encumbrance done or suffered by it or those under whom it claims except as set forth herein; that party of the first part will warrant and defend the title of the premises unto the party of the second part and unto the heirs, successors and assigns forever, against the lawful claims and demands of all persons, except as set forth herein. **IN WITNESS WHEREOF,** the said party of the First Part has or have hereunto set its hand the day and year first above written.

City of Joplin, Missouri

_____

By: Samuel Anselm, City Manager

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 2017, before me personally appeared Samuel Anselm**,** personally known to me, who being by me duly sworn did say that he is the City Manager of the City of Joplin, Missouri, a Missouri Municipal Corporation, and that said instrument was signed on behalf of said Corporation by authority of its City Council and said Samuel Anselm acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal in the city or county and State aforesaid, on the day and year above written.

_____

Notary Public

My Commission Expires:

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: December 4, 2017
ITEM: Council Bill No. 2017-013 approving an Employment Agreement by and between the City of Joplin and Barbara J. Gollhofer for the purpose of employment as City Clerk.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2017-013; Exhibit – Employment Agreement.

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**
H.R./RISK MGMT.	Dave Allgood	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**

INTRODUCTION:

This Council Bill approves an Employment Agreement between the City of Joplin and Barbara J. Gollhofer, setting out the terms and conditions of her employment as City Clerk.

DISCUSSION:

City Clerk Barbara Hogelin hired Barbara Gollhofer on March 24, 2008, as the Assistant City Clerk, and Mrs. Gollhofer has served in that capacity since that time. With the impending retirement of Mrs. Hogelin being January 2nd, 2018, the City Council interviewed Mrs. Gollhofer and extended an offer to her for the position of City Clerk. Mrs. Gollhofer has accepted Council's offer to fill the position of City Clerk, effective January 3, 2018.

Accordingly, an Employment Contract setting out the terms and conditions of Mrs. Gollhofer's employment as the City Clerk with the effective date of January 3, 2018, has been drafted and is attached hereto.

RECOMMENDATION:

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

PCE:ab
attachments

COUNCIL BILL NO. 2017-013 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Barbara J. Gollhofer for the purpose of employing her as City Clerk for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Barbara J. Gollhofer, employing Mrs. Gollhofer as City Clerk for the City of Joplin, a copy of said Agreement being attached hereto and incorporated herein, be and the same is hereby approved.

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

Section 3. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(1)(3)(4) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

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

_____, 2017, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the City of Joplin, Missouri, a Municipal Corporation, hereinafter called the "City" and Barbara J. Gollhofer, hereinafter called "Gollhofer" or "Employee".

WITNESSETH:

WHEREAS, City desires to employ the services of Gollhofer as City Clerk of the City of Joplin; and, Gollhofer desires to accept the position of City Clerk; and,

WHEREAS, it is the desire of the City Council to provide certain salary and benefits, establish certain conditions of employment, and to set working conditions of Employee; and

WHEREAS, it is the desire of the City Council (1) to secure the services of Employee and to provide an inducement for her to accept such employment, (2) to provide for Gollhofer's future security in case Employee is terminated without "just cause", and (3) to provide a procedure for terminating Employee's services when City may desire to terminate her employment; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Section 1. Duties.

City agrees to employ Gollhofer as City Clerk of said City to perform the functions and duties of the office of City Clerk as set forth by law, ordinance, the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign to Employee.

Section 2. Term.

A. The appointment of Gollhofer as City Clerk shall be for an indefinite term, and

nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, pursuant to the Home Rule Charter of the City of Joplin, Missouri, subject only to the provisions set forth in Section 3. of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to voluntarily resign at any time from her position with the City, subject only to the provisions as set forth in Section 3. of this Agreement.

Section 3. Termination.

A. In the event Employee is suspended or terminated as City Clerk by the City, and during such time that Employee is willing and able to perform the duties of City Clerk, then and in that event, the City agrees to pay Employee cash payments equal to her monthly salary so long as she remains unemployed, but not to exceed three (3) months from the date of her termination; provided further, that in the event Employee is suspended or terminated for "just cause", then City's only obligation to Employee is to pay her all compensation accrued but unpaid at the date of her termination.

It is further understood that Employee will be responsible for any Federal or State income taxes owing on all payments made to her pursuant to this subparagraph "A".

B. "Termination for just cause" is defined and hereby limited for the purposes of this Agreement to termination by the City of the Employee for any of the following reasons: (a) willful neglect of duty; (b) felony or misdemeanor conviction of any crime involving moral turpitude; (c) violation of City Charter provision requiring Employee to devote her full time to her office as City Clerk; (d) violation of her duties to the City of honesty, punctuality and sobriety; (e) any other act of a similar nature of the same or greater seriousness.

C. In the event that Employee becomes totally disabled or dies during the term of her employment as City Clerk with the City, then the City's only obligation to Employee shall be her accrued but unpaid compensation (including earned vacation) up until the date of her total

disability or death, plus any other benefits granted other City employees in the same or similar circumstances.

D. In the event Employee voluntarily resigns her position with the City other than for medical reasons, then Employee shall give City thirty (30) days' notice in advance and then in that event, City's only obligation to Employee shall be for compensation accrued but unpaid as of the date of her resignation.

E. Notwithstanding anything contained herein to the contrary, if the majority of the City Council determines that it is in the best interests of the City for Employee to resign and Employee has committed no acts or omissions to warrant termination for "just cause", as defined herein, then upon Employee's resignation, she shall receive all rights and benefits to be accorded her as if she had been discharged without "just cause", as defined herein. It is the intention of this subparagraph "E" to distinguish between this type of resignation and a voluntary resignation as that term is used in subparagraph "D" of Section 3.

Section 4. Salary.

City agrees to pay Employee for her services rendered pursuant hereto an annual base salary of $61,176.00 payable in installments at the same time as other employees of the City are paid.

In addition, City agrees to increase base salary and/or other benefits of Employee in such amounts and to such extent as the City Council may determine, in its sole discretion, that it is desirable to do so on the basis of the annual review of Employee made at the same time as similar consideration is given to other employees generally in accordance with the Salary Compensation Plan of the City, as amended.

Section 5. Hours of Work.

It is recognized that Employee must devote a great deal of her time outside normal office hours to the business of the City, and it is agreed by the parties hereto that Employee shall not

be entitled to any additional salary nor shall Employee be entitled to take compensatory time off to make up for the time spent by Employee outside normal office hours; provided, however, that reasonable time off (generally one-half day or less) is authorized to attend to personal matters.

Section 6. Deferred Compensation, Auto, and Cell Phone Allowance.

City will contribute $100.00 per month to the ICMA §457 Deferred Compensation Plan. City will pay to Employee a Cell Phone Allowance of $624.00 per year. Due to the salary that has been accepted by Employee, she will not receive an auto allowance.

Section 7. General Expenses.

City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses allowed by law, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed claims, in accordance with the Expense Reimbursement Policy of the City.

Section 8. Vacation.

Employee shall be entitled each year under the City's Personnel Rules and Regulations regarding vacation time based on her years of service, which will include her years as Assistant City Clerk.

Section 9. Health and Life Insurance.

City agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, and major medical group insurance covering Employee equal to other general employees of the City.

Section 10. Professional Dues and Conferences.

City agrees to pay dues on the Employee's behalf for the following organizations: Missouri City Clerks and Finance Officers Association, Southwest Missouri City Clerks and Finance Officers Association, International Institute of Municipal Clerks and Soroptimist International of Joplin. City further agrees to reimburse or pay expenses incurred by Employee in

attending the annual conferences, and other professional seminars as authorized by the Council.

Section 11. Other Terms and Conditions of Employment.

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided that such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Joplin City Code, the Home Rule Charter of the City of Joplin, State of Missouri Statutes governing municipalities, or any other law.

B. All provisions of the Joplin City Code, the Home Rule Charter of the City of Joplin, Missouri, the Revised Statutes of the State of Missouri, and regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions (including Social Security and Lagers), holidays, and other fringe benefits (including longevity pay) and working conditions as they may now exist or may hereafter be amended, shall also apply to Employee as they would to any other employee of the City, in addition to said benefits enumerated specifically for the benefit of Employee, and except as herein modified or otherwise provided.

C. Employee shall be entitled to receive accrued vacation and payment therefor as limited by City Personnel Rules and Regulations upon termination of employment regardless of whether or not Employee is terminated for "just cause".

D. The City Council shall evaluate performance of Employee as City Clerk at least annually.

Section 12. Limitations - State Law.

Notwithstanding any provision or agreement herein contained, it is specifically understood and agreed between the parties that the commitments made herein by the City are subject to any valid limitation placed thereon by the constitution, statutes and laws of the State of Missouri.

Section 13. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the personal representative and heirs of Employee.

C. This Agreement shall become effective commencing January 3, 2018.

D. If any provision or any other portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Joplin, Missouri, has caused this Agreement to be signed and executed on its behalf by Mayor Michael L. Seibert, and duly attested by its City Manager, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Michael L. Seibert, Mayor

ATTEST:

_____
Samuel L. Anselm, City Manager

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EMPLOYEE

By: _____
Barbara J. Gollhofer

COUNCIL BILL NO. 2017-168 ORDINANCE NO.

AN ORDINANCE approving a purchase order to G&H Redi Mix of Joplin, Missouri in the amount of Two Hundred Sixty-four Thousand One Hundred Twenty Five and 00/100 Dollars ($264,025.00) in the City of Joplin, Missouri; 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 a purchase order to G&H Redi Mix of Joplin, in the amount of Two Hundred Sixty-four Thousand Twenty Five and 00/100 Dollars ($264,025.00) for Precast Concrete Blocks to be used during the construction of storm water improvements along Illinois Avenue between 7th and 9th Street, be and the same is, hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to execute the Purchase Order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the meaning of Section 2.12(4) in that said ordinance provides for the general appropriation of funds and is considered an emergency by the Council and as such shall become effective immediately upon passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves a purchase order for Precast Concrete Blocks, and appropriation for this purchase order have been approved by the 2017-2018 budget.

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

_____, 2017, by a vote of _____.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Storm Water Sales Tax Fund Account Number 130-4555-530-8665 to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

TABULATION OF BIDS

7th and Illinois Precast Blocks | Joplin, Missouri
November 15, 2017 | 10:00 a.m.
Jared Nichols, P.E.

				G & H Redi Mix Joplin, MO		Southard Construction Co. Joplin, MO	
Item No.	Block Quantity	S. F. of Face Per Block	Block Dimensions (HxWxD) w/ Description	Unit Price	Extended Total	Unit Price	Extended Total
1	819	8	24" x 48" x 48" Big Block w/ Knobs	$150.00	$122,850.00	$172.00	$140,868.00
2	8	4	24" x 24" x 48" ½ Size Big Block w/ Knobs	$80.00	$640.00	$115.00	$920.00
3	309	8	24" x 48" x 48" Big Block w/o Knobs	$150.00	$46,350.00	$170.00	$52,530.00
4	20	4	24" x 24" x 48" ½ Size Big Block w/o Knobs	$80.00	$1,600.00	$108.00	$2,160.00
5	604	8	24" x 48" x 24" Small Block w/ Knobs	$75.00	$45,300.00	$100.00	$60,400.00
6	4	4	24" x 24" x 24" ½ Size Small Block w/ Knobs	$40.00	$160.00	$86.00	$344.00
7	575	8	24" x 48" x 24" Small Block w/o Knobs	$75.00	$43,125.00	$100.00	$57,500.00
8	25	4	24" x 24" x 24" ½ Size Small Block w/o Knobs	$40.00	$1,000.00	$82.00	$2,050.00
9		Lump Sum	Concrete Testing		$3,000.00		$3,000.00
					$264,025.00		$319,772.00

This is to certify that at 10:00 a.m. on November 15, 2017 at the office of the City of Joplin, Joplin, MO, the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions.

By _____
Jared Nichols, P.E.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

November 15, 2017

Mr. Dan Johnson, P.E.
City of Joplin
602 South Main Street
Joplin, Missouri 64801

Re: 7th and Illinois Block Bid

Dear Mr. Johnson,

Please find enclosed the tabulation of two bids opened on November 15, 2017 for the referenced project. The lowest bid received was from G&H Redi Mix of Joplin, MO in the amount of $264,025.00. The engineers estimate was $300,000.00. Travis Parish of G&H has indicated they would be able to begin casting blocks for the project as soon as they receive a purchase order. Given the bid price relative to the other bid, the information provided, and the company's past performance in similar type work, we recommend awarding the contract to G&H Redi Mix.

Hopefully the preceding meets your needs. If you have any questions, please notify me by phone at 417-680-7356 or by email at Jared.Nichols@AMCE.com.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared C. Nichols, P.E.

Enclosures

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: December 4, 2017
Council Bill No. 2017-168

Item: Purchase of Precast Concrete Blocks for 7th and Illinois Storm Water Improvement Project.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tab
2) Consultant Recommendation Letter
3) Council Bill No. 2017-168

Department Head: David K. Hertzberg	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a purchase order with G&H Redi Mix of Joplin, MO, in the amount of $264,025.00 for the casting and delivery of Precast Concrete Blocks to be used during the construction of storm water improvements along Illinois Avenue between 7th Street and 9th Street.

Background: In November of 2013 the City Council approved a consulting services agreement between the City and Allgeier, Martin and Associates, Inc. for surveying and civil engineering consultation and advice for the Storm Water improvements on Illinois Ave between 7th Street and 9th Street. Allgeier, Martin and Associates, Inc. concluded that a portion of the project would require the use of precast concrete blocks. The project is scheduled to be advertised in the Fall of 2018, with construction to begin in 2019. Because of the 12 month production time required to produce the significant number of precast blocks needed for the project, City staff and the consultant determined that casting and storing the blocks in proximity to the construction site prior to bidding the project was the best option. Allgeier, Martin provided the City with contract documents and specifications for the casting and delivery of precast concrete blocks for the project.

Discussion: The 7th and Illinois Precast Concrete Blocks bid request was advertised in the Joplin Globe in accordance with the City of Joplin's procurement policies. Bids were received and opened on November 15, 2017. G&H Redi Mix of Joplin, MO was confirmed to be the lowest bidder with a bid of $265,025.00. The low bid was below the Engineer's Estimate of $300,000.00.

Recommendation: It is recommended that a purchase order with G&H Redi Mix of Joplin, MO in the amount of Two hundred sixty-four thousand twenty-five and 00/100 dollars ($264,025.00) to cast and deliver Precast Concrete Blocks for the Storm Water Improvements project along Illinois Ave between 7th Street and 9th Street be approved on an emergency basis per Section 2.12(4) of the Joplin City Charter.

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: December 4, 2017 (public hearing)
December 4, 2017 (first reading – bond sale)
December 18, 2017 (final readings)

ITEM: Council Bill No. 2017-014 authorizing the City of Joplin, Missouri, to issue its Taxable Industrial Development Revenue Bonds and authorizing the execution of other documents connected therewith.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2017-014; copy of First Supplemental Chapter 100 Plan, Bond Purchase Agreement; Trust Indenture; First Supplemental Lease Agreement; First Supplemental Performance Agreement.

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Sam Anselm	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**

INTRODUCTION:

The Council Bill authorizes the execution of documents and issuance of $10,035,000 of additional Bonds relating to an economic development project consisting of the acquisition of land for and construction of a frozen foods manufacturing facility by DEF, LLC, a Missouri Limited Liability Company. Council Bill No. 2017-014 authorizes the City to issue its Taxable Industrial Development Revenue Bonds, Series 2017B for the purpose of acquiring, constructing, improving, purchasing, equipping and installing additional real property improvements and additional personal property (the "Series 2017B Project") at an ongoing project consisting of a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the ongoing project plus the Series 2017B Project being the "Overall Project"). The Overall Project is designed to be used for the manufacturing, packaging and distributing of frozen food products and the incentives will benefit a large frozen foods manufacturing company named Ajinomoto Windsor (the "Company"). The Council Bill authorizes the City to amend and supplement certain existing agreements in connection with the issuance of the additional Bonds; and authorizes the City to take certain other actions in connection with the issuance of the additional Bonds.

DISCUSSION:

The additional project involves the continued construction and equipping of a new facility with approximately $6,300,000 in additional real property improvements and an additional $3,700,000 in machinery and equipment. The Chapter 100 Plan provides 100% abatement for the additional real property improvements and additional equipment for 10 years after project completion and then 50% abatement for an additional 5 years. Payments in lieu of taxes represent 50% of the value of the real property improvements and equipment after the initial 10-year period ends. The Overall Project is anticipated to add 415 new jobs at the site. The Series 2017B Project is a result of the Company's

decision to locate additional capabilities in the Overall Project and the fact that an existing plant was sold instead of being closed, meaning that equipment previously intended to be transferred to the Overall Project must now be acquired new. The Series 2017B Project will not result in a significant increase in the square footage of buildings constructed or a significant increase in the number of jobs at the Overall Project, but will allow the Company to complete the overall Project in accordance with its needs.

Chapter 100 Revenue Bonds are authorized pursuant to Chapter 100 of the Missouri Revised Statutes. This funding vehicle provides for the City to be the actual owner of the project. The project then is leased to the Company. During the time the Bonds remain unpaid and the City owns the project, the project is exempt from real and personal property taxes because title to the project is held by the City as a tax-exempt entity. Chapter 100 Revenue Bonds are paid solely from revenue received from the project and such Bonds are not an obligation or debt of the City, except for the obligation to apply lease payments to the bond debt service. Thus, in the unlikely event that the Company was to default on the payment of its obligations under the Bond documents, the City is not liable to make such payments from any source other than revenue received from the project. In addition, because such Bonds do not constitute a debt of the City within the meaning of any constitutional or statutory limitation, the bonding capacity of the City is not affected by their issuance.

Since, as is stated above, the City will technically be the owner of all of this project, the sales taxes will be abated at one hundred percent (100%) for the construction materials purchased for the project in the State of Missouri and the real and personal property taxes will be abated as described above.

Additionally, the Performance Agreement requires that the Company will maintain 375 jobs at a base wage of $34,000 per year (adjusted for inflation) plus benefits at the project for so long as any bonds remain outstanding with respect to the Overall Project. In the event that the Company fails to maintain 375 jobs at the base wage and benefits at the project for two (2) consecutive years, then the Company shall be required to pay a pro-rata portion of the property taxes abated in the second year (and any subsequent year in which the failure continues), based on the employment numbers. This is unchanged from the original Performance Agreement. Supplemental documents authorized by the Ordinance accomplish the following:

(Summary Sheet cont'd – Council Bill No. 2017-014 authorizing the City of Joplin, Missouri, to issue $10,035,000 in Taxable Industrial Development Revenue Bonds and authorizing the execution of other documents connected therewith).

1. First Supplemental Indenture: Changes definitions in all documents to include Series 2017B Project; authorizes issuance of additional Bonds; provides terms and form of additional Bonds.

2. First Supplemental Lease: Subjects Series 2017B Project to the Lease provisions; provides disbursement requirements for proceeds of additional Bonds; clears up certain provisions relating to purchase price for new verses existing portions of the Overall Project.

3. First Supplemental Performance Agreement: Increases PILOT payment to cover amounts owed with respect to Series 2017B Project; increases PILOT reserve requirement accordingly.

RECOMMENDATION:

Staff presents this Council Bill to the Council for consideration.

PCE
attachments

BILL NO. 2017-014 ORDINANCE NO. 2017-____

AN ORDINANCE APPROVING A SUPPLEMENTAL PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT CONSISTING OF THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A FROZEN FOODS MANUFACTURING FACILITY; AUTHORIZING THE CITY OF JOPLIN, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $10,035,000 TO FINANCE ADDITIONAL PROJECT COSTS; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Joplin, Missouri (the "City") is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, improve and equip certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, pursuant to the Act and a Trust Indenture dated as of January 1, 2017 (the "Original Indenture") between the City and Commerce Bank (the "Trustee"), the City issued its Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017 (the "Series 2017A Bonds"), in the maximum principal amount of $44,250,000, on January 27, 2017, for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project Site"), including such land and the associated buildings, structures and fixtures (the "Project Improvements") and equipment (the "Project Equipment", with the Project Site, the Project Improvements, and the Project Equipment collectively being the "Project"); and

WHEREAS, the City has leased the Project to DEF, LLC, a Missouri limited liability company (the "Company") pursuant to a Lease Agreement dated as of January 1, 2017 (the "Original Lease"); and

WHEREAS, in the course of completing the Project, the Company has determined a need for additional Project Improvements and Project Equipment (together the "Series 2017B Project") to complete the Project according to the needs of the Company; and

WHEREAS, the Company has submitted a Supplemental Plan for an Industrial Development Project for a Food Manufacturing Plant dated November 13, 2017 (the "Supplemental Plan"), and requested the issuance of $10,035,000 (Aggregate Maximum Principal Amount) City of Joplin, Missouri Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017B (the "Series 2017B Bonds," together with the Series 2017A Bonds, the "Bonds") for the Series 2017B Project; and

WHEREAS, the City gave notice of the Supplemental Plan on November 13, 2017 by mail to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding

the Supplemental Plan on December 4, 2017, during which hearing those in attendance were given the opportunity to provide comments with respect to the Supplemental Plan; and

WHEREAS, the City now desires to approve the Supplemental Plan; and

WHEREAS, the City desires to issue the Series 2017B Bonds to finance the Series 2017B Project; and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Series 2017B Bonds for the purpose described above; and

WHEREAS, Section 4.23 of the City Charter requires that all bonds sold by the City be sold at public sale upon sealed proposals after at least fifteen days' notice in a newspaper published in Joplin, Missouri; and

WHEREAS, a notice of sale was published in the *Joplin Globe* on November ___, 2017 inviting potential bond purchasers to submit bids for the Series 2017B Bonds and the City has received one bid for the bonds; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Supplemental Plan and the issuance of the Series 2017B Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Promotion of Economic Development. The Council hereby finds and determines that the Series 2017B Project will promote the economic welfare and the development of the City, and the issuance of the Series 2017B Bonds by the City to pay the costs of the Series 2017B Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Approval of Plan. The Council hereby approves the Supplemental Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. Authorization and Sale of the Series 2017B Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017B, in an aggregate principal amount not to exceed $10,035,000, for the purpose of providing funds to pay the costs of the Series 2017B Project. The Series 2017B Bonds shall be issued and secured pursuant to the herein authorized First Supplemental Trust Indenture (the "First Supplemental Indenture," together with the Original Indenture, the "Indenture") and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the First Supplemental Indenture upon the execution thereof, and the signatures of the officers of the City executing the First Supplemental Indenture shall constitute conclusive evidence of their approval and the City's approval thereof.

The City hereby determines that the sealed proposal for purchase of the Series 2017B Bonds submitted by the Company was the only bid submitted at the public sale of the Series 2017B Bonds and that it is in the best interest of the City to accept the bid submitted by the Company. The sale of the Series

2017B Bonds to the Company at the interest rate and upon the terms set forth in the First Supplemental Indenture is hereby approved.

Section 4. Limited Obligations. The Series 2017B Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement dated as of January 1, 2017, as amended by the First Supplemental Lease Agreement dated as of December 1, 2017 (collectively, the "Lease Agreement"), and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Indenture. The Series 2017B Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Series 2017B Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

Section 5. Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) First Supplemental Trust Indenture between the City and Commerce Bank;

(b) First Supplemental Lease Agreement between the City and the Company;

(c) Bond Purchase Agreement between the City and the Company; and

(d) First Supplemental Performance Agreement between the City and the Company.

Section 6. Execution of Documents. The Mayor of the City is hereby authorized and directed to execute the Series 2017B Bonds and to deliver the Series 2017B Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the First Supplemental Indenture. The Mayor, City Manager or Finance Director of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Series 2017B Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The Mayor, City Manager, Finance Director, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Series 2017B Bonds and the City Documents. The Mayor is authorized to grant on behalf of the City such consents and waivers relating to the Series 2017B Bonds, the First Supplemental Indenture, the First Supplemental Performance Agreement or the First Supplemental Lease Agreement as may be requested during the term thereof and as the Mayor may deem appropriate with the advice and counsel of city staff; provided, such consents and/or waivers shall not increase the principal amount of the Series 2017B Bonds, increase the term of the Lease Agreement or the tax abatement as provided for therein, or materially change the nature of the transaction.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

PASSED by the City Council of the City of Joplin, Missouri and APPROVED by the Mayor this 18th day of December, 2017.

_____

[SEAL] MAYOR

ATTEST:

_____

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

EXHIBIT A

SUPPLEMENTAL PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

$10,035,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(DEF, LLC PROJECT)
SERIES 2017B

DATED AS OF DECEMBER 1, 2017

BOND PURCHASE AGREEMENT

Mayor and City Council
Joplin, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, DEF, LLC, a Missouri limited liability company (the "Purchaser"), offers to purchase from the City of Joplin, Missouri (the "City"), the above-referenced series of Taxable Industrial Development Revenue Bonds (the "Series 2017B Bonds"), to be issued by the City, under and pursuant to an ordinance passed by the governing body of the City on December 18, 2017 (the "Ordinance") and a Trust Indenture dated as of January 1, 2017, as amended and supplemented by a First Supplemental Trust Indenture dated as of December 1, 2017 (collectively, the "Indenture"), by and between the City and Commerce Bank, Kansas City, Missouri, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Series 2017B Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease, the Performance Agreement and any and all other agreements relating thereto. The proceeds of the Series 2017B Bonds shall be used to finance the Series 2017B Project for DEF, LLC, a Missouri limited liability company (the "Company"), and to pay for the costs incurred in connection with the issuance of the Series 2017B Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Series 2017B Bonds or the constitutionality or validity of the obligation represented by the Series 2017B Bonds or the validity of the Series 2017B Bonds, the Ordinance, the Lease, the Indenture or the Performance Agreement; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is qualified to do business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE SERIES 2017B BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Series 2017B Bonds on the terms and conditions set forth herein.

The Series 2017B Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Series 2017B Bonds, which amount shall be applied as provided in the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Series 2017B Bonds ("Additional Payments") to the Trustee, which Additional Payments shall constitute the purchase price for corresponding additional principal amounts of the Series 2017B Bonds, and shall be applied to the payment of Project Costs or as otherwise provided in the Indenture, and the outstanding principal amount of the Series 2017B Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Series 2017B Bonds shall not, in the aggregate, exceed $10,035,000.

As used herein, the term "Closing Date" shall mean December 21, 2017, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect

to the Series 2017B Bonds, that certain amount specified in the closing memorandum relating to the Series 2017B Bonds referred to in the First Supplemental Indenture.

The Series 2017B Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease and the Series 2017B Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The Series 2017B Bonds shall be issued on parity with the Series 2017A Bonds. The delivery of the Series 2017B Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $10,035,000; provided, that the principal amount of the Series 2017B Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Series 2017B Bonds only on the outstanding principal amount of the Series 2017B Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the First Supplemental Indenture, the First Supplemental Performance Agreement, this Agreement and the First Supplemental Lease and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Series 2017B Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Series 2017B Bonds, or the constitutionality or validity of the indebtedness represented by the Series 2017B Bonds or the validity of the Series 2017B Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Company shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Series 2017B Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Company herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Series 2017B Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Series 2017B Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Series 2017B Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Series 2017B Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Series 2017B Bonds. To the best of the City's knowledge and belief, the only expenses payable by the Company in connection with the issuance of the Series 2017B Bonds (other than fees of the Company's counsel and advisors) are the following: (1) the legal fees of Gilmore & Bell, P.C., (2) recording costs of the memoranda of certain documents executed in connection with the transaction, (3) costs of publication of the notice of bond sale, (4) the Trustee's initial acceptance fee and first year's administrative fee, and (5) the reasonable costs of the City in implementing the industrial development plan relating to the Series 2017B Bonds.

SECTION 8. NOTICE

Any notice or other communication to be given under this Agreement may be given by mailing or delivering the same in writing to the appropriate party or parties at the addresses for notice set out in the Indenture.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[remainder of page intentionally left blank]

Executed as of the date first written above

Very truly yours,

DEF, LLC,
a Missouri limited liability company,
as Purchaser

By: _____
Name: Paul Taylor
Title: Manager

Accepted and Agreed to as of the date first written above.

CITY OF JOPLIN, MISSOURI

By: _____
Name: Michael Seibert
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Barbara Hogelin
Title: City Clerk

Approved as to form:

_____
City Attorney

Accepted and Agreed to as of the date first written above.

DEF, LLC,
a Missouri limited liability company,
as Company

By: _____
Name: Paul Taylor
Title: Manager

CITY OF JOPLIN, MISSOURI,
As Lessor,

AND

DEF, LLC,
As Lessee

FIRST SUPPLEMENTAL LEASE AGREEMENT

Dated as of December 1, 2017

Relating to:

$10,035,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Development Revenue Bonds
(DEF, LLC Project)
Series 2017B

Certain rights of the City of Joplin, Missouri (the "City"), in the Lease Agreement dated as of January 1, 2017, as amended and supplemented hereby, have been pledged and assigned to Commerce Bank, Kansas City, Missouri, as Trustee under a Trust Indenture dated as of January 1, 2017, as amended and supplemented by a First Supplemental Trust Indenture dated as of December 1, 2017, between the City and the Trustee.

FIRST SUPPLEMENTAL LEASE AGREEMENT

THIS FIRST SUPPLEMENTAL LEASE AGREEMENT, dated as of December 1, 2017 (the "First Supplemental Lease"), is between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **DEF, LLC, A MISSOURI LIMITED LIABILITY COMPANY**, as lessee (the "Company");

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend, improve and equip certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act and a Trust Indenture dated as of January 1, 2017 between the City and Commerce Bank, as Trustee (the "Original Indenture") the City Council issued its Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017 (the "Series 2017A Bonds"), in the maximum principal amount of $44,250,000, on January 27, 2017, for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project Site"), including such land and the associated buildings, structures and fixtures (the "Project Improvements") and equipment (the "Project Equipment", with the Project Site, the Project Improvements, and the Project Equipment collectively being the "Project"). The Project is designed to be used for the manufacturing, packaging and distributing of frozen food products.

3. Pursuant to a Lease Agreement dated as of January 1, 2017 (the "Original Lease"), the City has leased the Project to the Company.

4. In the course of completing the Project, the Company has determined a need for additional Project Improvements and Project Equipment (together the "Series 2017B Project") to complete the Project according to the needs of the Company.

5. By ordinance, the City has approved a Supplemental Plan for an Industrial Development Project for a Food Manufacturing Plant dated November 13, 2017, and the issuance of $10,035,000 (Aggregate Maximum Principal Amount) City of Joplin, Missouri Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017B (the "Series 2017B Bonds," together with the Series 2017A Bonds, the "Bonds") for the Series 2017B Project.

6. Pursuant to the Act, the City is authorized to enter into a First Supplemental Trust Indenture of even date herewith (the "First Supplemental Indenture," together with the Original Indenture, the "Indenture") with Commerce Bank, Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Series 2017B Bonds, as therein provided, and to enter into this First Supplemental Lease with the Company amending and supplementing the Original Lease.

7. In consideration of the terms and conditions of this First Supplemental Lease, the issuance of the Series 2017B Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a First Supplemental Performance Agreement of even date herewith (the "First Supplemental Performance Agreement") amending and supplementing the Performance Agreement dated as of January 1, 2017, between the City and the Company (the "Original Performance Agreement," together with the First Supplemental Performance Agreement, the "Performance Agreement").

8. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

APPLICABILITY

Section 1.1. Applicability of the Original Lease and the First Supplemental Lease. Except as otherwise provided in this First Supplemental Lease, the provisions of the Original Lease are hereby ratified, approved and confirmed and incorporated herein. All terms in this First Supplemental Lease which are inconsistent with the terms of the Original Lease shall replace such terms of the Original Lease to the extent of the inconsistency.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this First Supplemental Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this First Supplemental Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City has acquired the Project Site and agrees to construct and improve or cause to be constructed, improved and installed thereon the Series 2017B Project Improvements and Series 2017B Project Equipment. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of the Lease as provided for in the Lease, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension, improvement and installation of the Series 2017B Project and the leasing of the Series 2017B Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Series 2017B Project, the City proposes to issue the Series 2017B Bonds which will be scheduled to mature as set forth in the First Supplemental Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Original Indenture;

(f) The Series 2017B Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Series 2017B Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default under the Lease.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is qualified to do business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this First Supplemental Lease and to carry out its obligations hereunder and by proper action of its board of directors the Company has been duly authorized to execute and deliver this First Supplemental Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this First Supplemental Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this First Supplemental Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction, improvement and equipping of the Series 2017B Project are in accordance with sound engineering and accounting principles;

(e) The Series 2017B Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations and the Series 2017B Project Equipment will be located at the Project Site.

ARTICLE III

THE SERIES 2017B PROJECT; APPLICATION OF PURCHASE PRICES

Section 3.1. Project Costs. The City hereby agrees to pay for, but solely from the Series 2017B Account of the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from such account of the Project Fund, all Project Costs relating to the Series 2017B Project. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 3.2. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Series 2017B Account of the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit B**, signed by an Authorized Company Representative and approved by an Authorized Company Representative,

(a) requesting payment or reimbursement of a specified amount of such funds (which amount shall be equal to the value of the property being transferred to the City simultaneously with any request) and directing to whom such amount shall be paid (which may include the Company in the event of a reimbursement);

(b) describing each item of Project Costs for which payment is being requested, including for each item of Series 2017B Project Equipment or Series 2017B Project Improvement, a description of the item and, for each item of Series 2017B Project Equipment, a serial or other identifying number, if any, for such item;

(c) stating that each item for which payment is requested is or was desirable and appropriate in connection with the purchase, installation or equipping of the Series 2017B Project has been properly incurred and is a proper charge against the Series 2017B Account of the Project Fund, that the amount requested either has been paid by the Company, or is justly due, and has not been the basis of any previous requisition from the Project Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of the knowledge of the Authorized Company Representative there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, installation or equipping of the Series 2017B Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Company Representative and the Authorized City Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been

completed. The Trustee shall retain copies of all requisition certificates for the same period of record retention described in **Section 703** of the Original Indenture.

Section 3.3. Application of Purchase Price. Any purchase price paid under **Article XI** of the Original Indenture shall be applied to the account in the Bond Fund relating to and to the redemption of Bonds of the series from which proceeds were used to acquire the portion of the Project being purchased.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.1. Governing Law. This First Supplemental Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 4.2. Binding Effect. This First Supplemental Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 4.3. Severability. If for any reason any provision of this First Supplemental Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 4.4. Execution in Counterparts. This First Supplemental Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 4.5. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 4.6 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THE LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THE LEASE OR THE PERFORMANCE AGREEMENT.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Name: Michael Seibert
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Barbara Hogelin
Title: City Clerk

Approved as to form:

_____
City Attorney

DEF, LLC,
a Missouri limited liability company

By: _____
Name: Paul Taylor
Title: Manager

EXHIBIT A

PROJECT SITE

The following described real estate located in Jasper County, Missouri:

A tract of land in the S-1/2 of Section 14, Township 27 North, Range 32 West of the Fifth Principal Base and Meridian in the City of Joplin, Jasper County, Missouri, being more fully described as follows:

Commencing at the south quarter-corner of said Section 14; thence N 01°43'06"E along the quarter-section line, 40.00 feet to a point on the previous north right-of-way line of FF Highway (a.k.a. 32nd Street); thence S 88°49'57"E along said previous right-of-way, 300.00 feet to the Point Of Beginning; thence N 01°10'03"E along the new right-of-way line of FF Highway (a.k.a. 32nd Street), 9.77 feet; thence N 88°49'57"W along said new right-of-way, 285.45 feet; thence N 43°33'26"W along said new right-of-way, 62.57 feet; thence N 01°43'06"E, 77.38 feet; thence northeasterly along a curve to the right having a radius of 495.00 feet and a central angle of 15°38'32", an arc distance of 135.14 feet (chord = N 09°32'22"E, 134.72 feet); thence N 17°21'38"E, 160.72 feet; thence northeasterly along a curve to the left having a radius of 1035.00 feet and a central angle of 14°47'35", an arc distance of 267.22 feet (chord N 09°57'51"E, 266.48 feet); thence S 88°49'35"E along a non-tangent line, 1536.00 feet; thence S 13°42'44"E, 706.09 feet to a point on the north right-of-way line of FF Highway (a.k.a. 32nd Street); thence N 88°49'57"W along said right-of-way, 1493.76 feet to the Point Of Beginning.

Containing 26.32 acres (1,146,607 square feet), more or less.
Basis of Bearings: Missouri State Plane Coordinate System, West Zone.

EXHIBIT B

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

SERIES 2017B ACCOUNT OF THE PROJECT FUND

TO: COMMERCE BANK, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF JANUARY 1, 2017, BETWEEN THE CITY OF JOPLIN, MISSOURI, AND THE TRUSTEE, AS AMENDED AND SUPPLEMENTED BY A FIRST SUPPLEMENTAL TRUST INDENTURE DATED AS OF DECEMBER 1, 2017 AND THE LEASE AGREEMENT DATED AS OF JANUARY 1, 2017, BETWEEN CITY OF JOPLIN, MISSOURI AND DEF, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AS AMENDED AND SUPPLEMENTED BY A FIRST SUPPLEMENTAL LEASE AGREEMENT DATED AS OF DECEMBER 1, 2017.

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of $_____ is requested to pay for Project Costs (as defined in the Indenture) of the Series 2017B Project Improvements and/or Series 2017B Project Equipment. The total amount of this requisition and all prior requisitions are as follows:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

2. Said Project Costs shall be paid in whole from Series 2017B Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase, installation or equipping of the Series 2017B Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Series 2017B Account of the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, installation or equipping of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

DEF, LLC

By: _____
Authorized Company Representative

Approved this _____ day of _____, 20___.

CITY OF JOPLIN, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

With respect to any personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Company by these presents does now GRANT and CONVEY, unto the CITY OF JOPLIN, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Project" as defined under the Lease Agreement dated as of January 1, 2017, between the Company and the City, as amended and supplemented by the First Supplemental Lease Agreement dated as of December 1, 2017. The property is being conveyed "as is," "where is" and "with all faults" as of the date of this Requisition Certificate, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

FIRST SUPPLEMENTAL PERFORMANCE AGREEMENT

Dated as of December 1, 2017

BETWEEN

THE CITY OF JOPLIN, MISSOURI

AND

DEF, LLC

FIRST SUPPLEMENTAL PERFORMANCE AGREEMENT

THIS FIRST SUPPLEMENTAL PERFORMANCE AGREEMENT, dated as of December 1, 2017 (this "First Supplemental Performance Agreement"), between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "City"), and **DEF, LLC**, a Missouri limited liability company (the "Company").

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, improve and equip certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable;

2. Pursuant to the Act, the City issued its Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017 (the "Series 2017A Bonds"), in the maximum principal amount of $44,250,000, on January 27, 2017, for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project Site"), including such land and the associated buildings, structures and fixtures (the "Project Improvements") and equipment (the "Project Equipment", with the Project Site, the Project Improvements, and the Project Equipment collectively being the "Project"). The Project is designed to be used for the manufacturing, packaging and distributing of frozen food products;

3. In connection with the issuance of the Series 2017A Bonds, the City and the Company entered into a Performance Agreement dated as of January 1, 2017 (the "Original Performance Agreement");

4. The City has leased the Project to the Company;

5. In the course of completing the Project, the Company has determined a need for additional Project Improvements and Project Equipment (together the "Series 2017B Project") to complete the Project according to the needs of the Company;

6. By ordinance, the City has approved a Supplemental Plan for an Industrial Development Project for a Food Manufacturing Plant dated November 13, 2017, and the issuance of $10,035,000 (Aggregate Maximum Principal Amount) City of Joplin, Missouri Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017B (the "Series 2017B Bonds," together with the Series 2017A Bonds, the "Bonds") for the Series 2017B Project; and

7. In connection with the foregoing, the City desires to enter into this First Supplemental Performance Agreement with the Company, in consideration of the Company's desire to cause the purchase, construction, improvement, equipping and installation of the Series 2017B Project.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. For all purposes of this First Supplemental Performance Agreement, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this First Supplemental Performance Agreement shall have the following meanings set forth in this Section. Any words and terms defined herein that are not already defined in the Original Performance Agreement are intended to supplement the definitions contained therein. Any words and terms defined herein that are already defined in the Original Performance Agreement are intended to replace and supersede such definitions already contained therein. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Original Performance Agreement. Any words and terms not otherwise defined shall have the meanings given in the Indenture.

"Agreement" means the Original Performance Agreement, as from time to time amended and supplemented in accordance with the provisions thereof, including this First Supplemental Performance Agreement.

"Indenture" means the Trust Indenture between the City and Commerce Bank dated as of January 1, 2017, as amended and supplemented from time to time, including by the First Supplemental Trust Indenture dated as of December 1, 2017.

"Lease" means the Lease between the City and the Company dated as of January 1, 2017, as amended and supplemented from time to time, including by the First Supplemental Lease dated as of December 1, 2017.

"Original Performance Agreement" means the Performance Agreement dated as of January 1, 2017, between the City and the Company.

"PILOT Payments" means the payments in lieu of taxes provided for in **Section 3.2** of the Original Performance Agreement and shown on **Exhibit B** thereto and on **Exhibit A** to this First Supplemental Performance Agreement.

"Project" means the Project Site, the Project Improvements (including the Series 2017B Project Improvements) and the Project Equipment (including the Series 2017B Project Equipment) as they may at any time exist, and all additions (and taking into account any subtractions), modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may exist from time to time.

"Project Costs" means all costs of acquiring, purchasing, equipping, constructing and installing the Project Site, the Project Improvements and the Project Equipment.

"Project Equipment" has the meaning given in the Lease (and includes the Series 2017B Project Equipment).

"Project Improvements" has the meaning given in the Lease (and includes the Series 2017B Project Improvements).

"Series 2017B Project" means the Series 2017B Project Improvements and the Series 2017B Project Equipment.

"Series 2017B Project Equipment" means the following, to the extent paid for in whole with proceeds of the Series 2017B Bonds: all items of machinery, equipment and parts or other personal property installed or acquired in the Project Improvements or elsewhere on the Project Site, and replacements thereof and additions thereto as provided in the Indenture and the Lease.

"Series 2017B Project Improvements" means the following, to the extent paid for in whole with proceeds of the Series 2017B Bonds: the purchase and construction of a frozen foods manufacturing facility including buildings, site improvements and related fixtures and improvements.

ARTICLE II

ISSUANCE OF SERIES 2017B BONDS

Section 2.1. Issuance of the Series 2017B Bonds. As described herein, the City will issue the Series 2017B Bonds under the Act for the purpose of paying Project Costs relating to the Series 2017B Project. In connection with the issuance of the Series 2017B Bonds and the payment of such Project Costs from the proceeds of the Series 2017B Bonds, the City will acquire title to the Series 2017B Project Improvements and the Series 2017B Project Equipment as acquired and constructed.

ARTICLE III

PARTICULAR AMENDMENTS TO THE ORIGINAL PERFORMANCE AGREEMENT

Section 3.1. Applicability of Section 3.3(d) of Original Performance Agreement. Section 3.3(d) of the Original Performance Agreement shall not apply with respect to any partial or complete purchase of the Series 2017B Project Equipment.

Section 3.2 PILOT Reserve Requirement. The PILOT Reserve Requirement for December 1, 2027 and thereafter, required by Section 3.10(a) of the Original Performance Agreement, is hereby increased to $82,533.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.1. Applicability of the Original Performance Agreement and the First Supplemental Performance Agreement. Except as otherwise provided in this First Supplemental Performance Agreement, the provisions of the Original Performance Agreement are hereby ratified, approved and confirmed and incorporated herein. All terms in this First Supplemental Performance Agreement which are inconsistent with the terms of the Original Performance Agreement shall replace such terms of the Original Performance Agreement to the extent of the inconsistency.

Section 4.2. Severability. If for any reason any provision of this First Supplemental Agreement shall be determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this First Supplemental Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 4.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 4.4. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 4.5. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Name: Michael Seibert
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Barbara Hogelin
Title: City Clerk

Approved as to form:

_____
City Attorney

DEF, LLC,
a Missouri limited liability company

By: _____
Name: Paul Taylor
Title: Manager

EXHIBIT A

SCHEDULE OF PILOT PAYMENTS

RELATING TO THE SERIES 2017B PROJECT

Year	**PILOT Payment**
2018	-
2019	-
2020	-
2021	-
2022	-
2023	-
2024	-
2025	-
2026	-
2027	-
2028	$2,163
2029	2,865
2030	2,865
2031	2,865
2032	2,865

CITY OF JOPLIN, MISSOURI,
the City

AND

COMMERCE BANK,
as Trustee

FIRST SUPPLEMENTAL TRUST INDENTURE

Dated as of December 1, 2017

Relating to:

$10,035,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Development Revenue Bonds
(DEF, LLC Project)
Series 2017B

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE dated as of December 1, 2017 (the "First Supplemental Indenture"), is between the **CITY OF JOPLIN, MISSOURI,** a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), and **COMMERCE BANK**, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, with a corporate trust office located in Kansas City, Missouri, as Trustee (the "Trustee");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, improve and equip certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act and a Trust Indenture dated as of January 1, 2017 between the City and the Trustee (the "Original Indenture," as amended and supplemented by this First Supplemental Indenture, the "Indenture"), the City issued its Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017 (the "Series 2017A Bonds"), in the maximum principal amount of $44,250,000, on January 27, 2017, for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project Site"), including such land and the associated buildings, structures and fixtures (the "Project Improvements") and equipment (the "Project Equipment", with the Project Site, the Project Improvements, and the Project Equipment collectively being the "Project"). The Project is designed to be used for the manufacturing, packaging and distributing of frozen food products.

3. The City has leased the Project to DEF, LLC, a Missouri limited liability company (the "Company").

4. In the course of completing the Project, the Company has determined a need for additional Project Improvements and Project Equipment (together the "Series 2017B Project") to complete the Project according to the needs of the Company.

5. By ordinance, the City has approved a Supplemental Plan for an Industrial Development Project for a Food Manufacturing Plant dated November 13, 2017, and the issuance of $10,035,000 (Aggregate Maximum Principal Amount) City of Joplin, Missouri Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017B (the "Series 2017B Bonds," together with the Series 2017A Bonds, the "Bonds") for the Series 2017B Project.

6. All things necessary to make the Series 2017B Bonds, when authenticated by the Trustee and issued as provided in this First Supplemental Indenture, the valid and legally binding obligations of the City, and to constitute the Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this First Supplemental Indenture and the

execution and issuance of the Series 2017B Bonds, subject to the terms hereof and of the Indenture, have in all respects been duly authorized.

NOW, THEREFORE, to declare the terms and conditions upon which the Series 2017B Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Series 2017B Bonds issued and outstanding under the Indenture from time to time according to their tenor and effect, and in consideration of the premises, the purchase and acceptance of the Series 2017B Bonds by the owners thereof, the City covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective owners of the Series 2017B Bonds, that the Series 2017B Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee as provided in the Indenture, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. For all purposes of this First Supplemental Indenture, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this First Supplemental Indenture shall have the following meanings set forth in this Section. Any words and terms defined herein that are not already defined in the Original Indenture are intended to supplement the definitions contained therein. Any words and terms defined herein that are already defined in the Original Indenture are intended to replace and supersede such definitions already contained therein. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Original Indenture.

"Bond" or **"Bonds"** means the Series 2017A Bonds and the Series 2017B Bonds.

"Bond Purchase Agreement" means, with respect to the Series 2017A Bonds, the Bond Purchase Agreement executed by the City and the Company and dated as of January 1, 2017, and with respect to the Series 2017B Bonds, the Bond Purchase Agreement executed by the City and the Company and dated as of December 1, 2017.

"Cumulative Outstanding Principal Amount" means (1) with respect to the Series 2017A Bonds, the aggregate principal amount of all Series 2017A Bonds Outstanding under the provisions of the Indenture, not to exceed $44,250,000, and (2) with respect to the Series 2017B Bonds, the aggregate principal amount of all Series 2017B Bonds Outstanding under the provisions of the Indenture, not to exceed $10,035,000, each as reflected in the records maintained by the Trustee as provided in the Bonds and in this Indenture.

"First Supplemental Indenture" means this First Supplemental Trust Indenture dated as of December 1, 2017.

"First Supplemental Lease" means the First Supplemental Lease Agreement dated as of December 1, 2017, between the City and the Company.

"First Supplemental Performance Agreement" means the First Supplemental Performance Agreement dated as of December 1, 2017, between the City and the Company.

"Indenture" means the Original Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** thereof, including by this First Supplemental Indenture.

"Lease" means the Original Lease as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of the Original Indenture, including by the First Supplemental Lease.

"Original Indenture" means the Trust Indenture dated as of January 1, 2017 between the City and the Trustee relating to the issuance of the Series 2017A Bonds.

"Original Lease" means the Lease Agreement dated as of January 1, 2017, between the City, as lessor, and the Company, as lessee.

"Original Performance Agreement" means the Performance Agreement dated as of January 1, 2017, between the City and the Company.

"Performance Agreement" means the Original Performance Agreement, as amended and supplemented from time to time, including by the First Supplemental Performance Agreement.

"Project" means the Project Site, the Project Improvements (including the Series 2017B Project Improvements) and the Project Equipment (including the Series 2017B Project Equipment) as they may at any time exist, and all additions (and taking into account any subtractions), modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may exist from time to time.

"Project Equipment" means the Series 2017B Project Equipment and all other personal property to be purchased, constructed, installed and otherwise improved or located on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached to the Original Indenture, and all additions (and taking into account any subtractions), alterations, modifications and improvements thereof made pursuant to the Lease.

"Project Improvements" means the Series 2017B Project Improvements and all other buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved or located on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached to the Original Indenture, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

"Purchaser" means the entity identified in a Bond Purchase Agreement as the purchaser of Bonds.

"Series 2017A Bonds" means the Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017A, in the maximum aggregate principal amount of $44,250,000, issued, authenticated and delivered under and pursuant to the Original Indenture.

"Series 2017B Bonds" means the Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017B, in the maximum aggregate principal amount of $10,035,000, issued, authenticated and delivered under and pursuant to this First Supplemental Indenture.

"Series 2017B Project" means the Series 2017B Project Improvements and the Series 2017B Project Equipment.

"Series 2017B Project Equipment" means the following, to the extent paid for in whole with proceeds of the Series 2017B Bonds: all items of machinery, equipment and parts or other personal property installed or acquired in the Project Improvements or elsewhere on the Project Site, and replacements thereof and additions thereto as provided in the Indenture and the Lease.

"Series 2017B Project Improvements" means the following, to the extent paid for in whole with proceeds of the Series 2017B Bonds: the purchase and construction of a frozen foods manufacturing facility including buildings, site improvements and related fixtures and improvements.

ARTICLE II

THE BONDS

Section 201. Maximum Amount of Bonds. The maximum total principal amount of Bonds that may be issued under the Indenture is hereby set at $44,250,000 for the Series 2017A Bonds and $10,035,000 for the Series 2017B Bonds.

Section 202. Denomination, Number and Dating of the Series 2017B Bonds.

(a) The Series 2017B Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit A** hereto, in the denomination of $0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 203. Pricing Terms of the Series 2017B Bonds.

(a) The Series 2017B Bonds are authorized in the aggregate maximum principal amount of $10,035,000 for the purpose of providing funds to pay the costs of the Series 2017B Project, which Bonds shall be designated "City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017B." The Series 2017B Bonds shall become due on December 1, 2032 (subject to prior redemption as provided in **Article III** of the Original Indenture) and shall bear interest at the rate of 5.00% per annum on the Cumulative Outstanding Principal Amount of the Series 2017B Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2018, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed $10,035,000 and further provided that the Bonds shall be paid in full no later than December 1, 2032. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(b) The Series 2017B Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit A** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Series 2017B Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the City Council authorizing the issuance of the Series 2017B Bonds and the execution of this First Supplemental Indenture, the First Supplemental Performance Agreement, the Bond Purchase Agreement and the First Supplemental Lease;

(2) First Supplemental Indenture, the First Supplemental Performance Agreement, the Bond Purchase Agreement and the First Supplemental Lease;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** to the Original Indenture, with such changes as are necessary to reference the Series 2017B Bonds;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Series 2017B Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement for the Series 2017B Bonds. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Series 2017B Bonds constitute valid and legally binding limited and special revenue obligations of the City; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Series 2017B Bonds.

(c) The Trustee shall keep records of the Cumulative Outstanding Principal Amount of each series of Bonds separately and apply principal installments to each series of Bonds based on the moneys deposited or deemed to be deposited in the Project Fund with respect to such series of Bonds.

ARTICLE III

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 301. Funds. There shall be created in each of the Project Fund, Costs of Issuance Fund, and the Bond Fund, a Series 2017A Account and a Series 2017B Account. All amounts related to each series of Bonds shall be placed in the appropriate account. If any amounts to be deposited into the Bond Fund are not specifically related to an individual series of Bonds, such amounts shall be divided among the accounts in the Bond Fund in proportion to the Cumulative Outstanding Principal Amount of each series of Bonds then Outstanding.

Section 302. Deposits into and Disbursements from the Series 2017B Account of the Costs of Issuance Fund. Money deposited by the Company in the Series 2017B Account of the Costs of Issuance Fund shall be used solely to pay costs of issuing the Series 2017B Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Series 2017B Account of the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum provided to the Trustee on or before the date of delivery of the Series 2017B Bonds, which shall have attached thereto the statements, invoices and related items described in said closing memorandum. The Trustee may rely conclusively on the amounts due as shown in the closing

memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by February 28, 2018 shall be refunded to the Company.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 401. Applicability of the Original Indenture and the First Supplemental Indenture. Except as otherwise provided in this First Supplemental Indenture, the provisions of the Original Indenture are hereby ratified, approved and confirmed and incorporated herein. All terms in this First Supplemental Indenture which are inconsistent with the terms of the Original Indenture shall replace such terms of the Original Indenture to the extent of the inconsistency.

Section 402. Severability. If any provision of this First Supplemental Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 403. Execution in Counterparts. This First Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 404. Governing Law. This First Supplemental Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 405. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, City of Joplin, Missouri, has caused this First Supplemental Indenture to be signed in its name and behalf by its Mayor and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this First Supplemental Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Name: Michael Seibert
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Barbara Hogelin
Title: City Clerk

Approved as to form:

_____
City Attorney

COMMERCE BANK,
as Trustee

By _____
Name:
Title:

[SEAL]

ATTEST:

By _____
Name:
Title:

EXHIBIT A

FORM OF SERIES 2017B BONDS

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

No. 1 **Not to Exceed $10,035,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(DEF, LLC PROJECT)
SERIES 2017B

Interest Rate	Maturity Date	Dated Date
5.00%	December 1, 2032	December___, 2017

OWNER: _____

MAXIMUM PRINCIPAL AMOUNT: **TEN MILLION THIRTY-FIVE THOUSAND DOLLARS**

THE CITY OF JOPLIN, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts (or by book entry as provided in the Indenture and Lease), and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer (or by book entry as provided in the Indenture and Lease), or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2018, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Series 2017B Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Series 2017B Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS SERIES 2017B BOND is one of a duly authorized series of Bonds of the City designated "City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (DEF, LLC Project), Series 2017B," in the maximum aggregate principal amount of $10,035,000 (the "Series 2017B Bonds," together with the Series 2017A Bonds, as defined in the Indenture, the "Bonds"), to be issued for the purpose of acquiring, constructing, improving and equipping the Series 2017B Project, as defined in the Indenture. The City will lease the Project to DEF, LLC, a Missouri limited liability company (the "Company"), under the terms of a Lease Agreement dated as of January 1, 2017, as amended and supplemented by a First Supplemental Lease Agreement dated as of December 1, 2017, and as further amended and supplemented from time to time (the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE SERIES 2017B BONDS are issued under and are equally and ratably secured (on a parity basis with the Series 2017A Bonds) and entitled to the protection given by a Trust Indenture dated as of January 1, 2017, as amended and supplemented by a First Supplemental Trust Indenture dated as of December 1, 2017, and as further amended and supplemented from time to time (the "Indenture"), between the City and Commerce Bank, as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE SERIES 2017B BONDS are subject to redemption and prepayment as stated in the Indenture.

IF THE SERIES 2017B BONDS are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Series 2017B Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Series 2017B Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

THE SERIES 2017B BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease on a parity basis with the Series 2017A Bonds and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Series 2017B Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Series 2017B Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Series 2017B Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in an

account of a special fund created by the City and designated the "City of Joplin, Missouri, Bond Fund -- DEF, LLC Project"

THE OWNER of this Series 2017B Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Series 2017B Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS SERIES 2017B BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized attorney, upon surrender of this Series 2017B Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE SERIES 2017B BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of $10,035,000.

THIS SERIES 2017B BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Series 2017B Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Joplin, Missouri has caused this Series 2017B Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Series 2017B Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

This Series 2017B Bond is one of the Bonds of the issue described in the within-mentioned Indenture.

Registration Date: _____

Commerce Bank,
as Trustee

By _____
Authorized Signatory

CITY OF JOPLIN, MISSOURI

By: _____
Mayor

ATTEST: (Seal)

_____
City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(DEF, LLC PROJECT)
SERIES 2017B

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By _____
Title: _____

NOTICE TO TAXING JURISDICTIONS ON ATTACHED LIST

Re: Notice of Public Hearing – Industrial Development Project

On behalf of the City of Joplin, Missouri (the "City"), please find enclosed a copy of the proposed Supplemental Plan for Industrial Development Project for a Food Manufacturing Plant (the "Plan"), which also contains a Cost Benefit Analysis on the affected taxing jurisdictions.

The City anticipates considering the first reading of an ordinance to approve the Plan following a public hearing on the Plan at a meeting on December 4, 2017 at 6:00 PM at City Hall located at 602 S. Main St., Joplin, MO 64801.

The City invites all affected taxing districts to attend the public hearing and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the hearing. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and Cost Benefit Analysis for the proposed project is enclosed and also will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Any questions should be directed to the City Clerk at (417) 624-0820.

Dated: November 13, 2017

CITY OF JOPLIN, MISSOURI
602 S. Main St.
Joplin, MO 64801

TAX ENTITY MAILING LIST

Jasper County, Missouri Presiding Commissioner Jasper County Courthouse 302 South Main Street Carthage, MO 64836	**Jasper County Assessor** Jasper County Courthouse 302 S. Main, Room 201B Carthage, MO 64836
Jasper County Collector Jasper County Courthouse 302 S. Main-Room 107 Carthage, MO 64836	**Jasper County Mental Health Fund Board** P. 0. Box 2526 Joplin, MO 64803
City of Joplin, Missouri City Clerk 602 S. Main St. Joplin, MO 64801	**Jasper County Sheltered Facilities Board** 2000 Maiden Lane Joplin, MO 64804
Joplin Schools Board of Education Attn: Superintendent 310 West 8th Street Joplin, MO 64801	**Joplin Special Road District** 1016 Picher Joplin, MO 64801
Missouri Department of Revenue Tax Administration Bureau Harry S Truman State Office Building 301 West High Street Jefferson City MO 65101 1-573-751-4249	**Department of Economic Development** Development Finance Missouri Department of Economic Development 301 West High Post Office Box 118 – Room 770 Jefferson City MO 65102 1-573-751-4962
Missouri Department of Economic Development Rob Dixon, Acting Director Post Office Box 118 – Room 770 Jefferson City MO 65102 1-573-751-4962	**Missouri Department of Revenue** County Tax Section State Blind Pension Fund Harry S Truman State Office Building *P.O. Box 453* 301 West High Street Jefferson City MO 65101

BEFORE THE

CITY COUNCIL

OF THE

CITY OF JOPLIN, MISSOURI

SUPPLEMENTAL PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR A FOOD MANUFACTURING PLANT

November 13, 2017

SUPPLEMENTAL
PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
FOR A FOOD MANUFACTURING PLANT

TO: THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI

A supplemental plan for an industrial development project as described herein has been proposed to the City of Joplin, Missouri (the "City"), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, Sections 100.010 to 100.200, inclusive, of the Missouri Revised Statutes, as amended, and in support of said application the following is submitted:

1. Description of the Overall Project. The Overall Project consists of acquiring, constructing, improving purchasing, equipping and installing a food manufacturing facility on approximately 26 acres of land in the City, including the land and associated buildings, structures, fixtures and equipment (the "Overall Project"). The Overall Project is designed to be used for the manufacturing, packaging and distributing of frozen food products. The Overall Project will be located on the North side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in Joplin, Missouri, and will be operated for commercial purposes.

2. The Original Project. The Original Project was estimated to cost $44,250,000 (approximately $26,250,000 for land and real property improvements and approximately $18,000,000 for personal property) and a Plan for an Industrial Development Project for a Food Manufacturing Plant was approved by the City Council on December 5, 2016 (the "Original Plan") in connection with the Original Project. To further the Original Plan, the City Council issued its $44,250,000 (Aggregate Maximum Principal Amount) City of Joplin, Missouri Taxable Industrial Development Revenue Bonds (DEF, LLC Project) Series 2017 (the "Original Bonds").

3. The Additional Improvements and Additional Personal Property. In the course of constructing the Original Project, DEF, LLC, a Missouri limited liability company (the "Company") determined that an additional investment of approximately $6,300,000 in improvements (the "Additional Improvements") and approximately $3,700,000 in equipment and personal property (the "Additional Personal Property," together with the Additional Improvements, the "Additional Project") was needed in order to complete the Overall Project to meet the Company's needs.

4. Estimate of the Cost of the Additional Project. The total cost of the Additional Project is estimated to be $10,000,000 (approximately $6,300,000 for the Additional Improvements and approximately $3,700,000 for the Additional Personal Property). The Additional Project involves the addition of approximately 3,600 square feet of space, together with an increase in interior improvements, to a manufacturing facility nearing completion that will enclosing approximately 153,600 square feet of space when the Overall Project is complete. The Additional Personal Property to be acquired will be installed in the manufacturing facility.

5. Source of Funds to be Expended for the Additional Project. The source of funds to be expended for the Additional Project will be the proceeds of $10,035,000 estimated aggregate principal amount of taxable industrial revenue bonds (the "Additional Bonds"), to be issued by the City for the Additional Project and to pay costs of issuing the Additional Bonds.

6. Statement of the Terms Upon Which the Overall Project is to be Leased and Otherwise Disposed of by the City. In connection with the issuance of the Original Bonds, the City has

taken title to the land underlying the Overall Project. The Overall Project is and will continue to be leased by the City (with an option to purchase the City's interest in the Overall Project) to the Company. The lease payments collectively will equal the principal and interest on the Original Bonds and the Additional Bonds plus certain payments in lieu of taxes, as applicable. The Original Bonds are and the Additional Bonds will be payable solely from the revenues derived by the City from the lease to the Company or other disposition of the Overall Project and the bonds are not and will not be an indebtedness or general obligation, debt or liability of the City.

7. Bond Purchase Arrangements. The Additional Bonds will be offered at a public sale in accordance with the City's charter. It is anticipated that the Company or an affiliate or a related entity will place a bid to purchase the Additional Bonds in the estimated aggregate principal amount of $10,035,000.

8. Affected School District, Community College District, County and City. The Joplin R-VIII School District of Jasper County, Missouri; the City; and Jasper County, Missouri, will be affected by the Additional Project as well as the other taxing jurisdictions shown on the attached Cost Benefit Analysis. There is no community college district affected by the Additional Project.

9. Equalized Assessed Valuation. The most recent equalized assessed valuation of the Additional Improvements is $-0-. The most recent equalized assessed valuation of the Additional Personal Property is $-0-. The total equalized assessed valuation of the Additional Improvements after construction is estimated at $40,320 due to the minimal increase in building square footage. The estimated total equalized assessed valuation of the Additional Personal Property is as follows:

Personal Property Placed in Service in Year	*Tax Year of Initial Assessment*	*Estimated Initial Assessed Value*
2017	2018	$386,885
2018	2019	267,843

10. Cost/Benefit Analysis. Attached hereto as **Exhibit A** is the Cost Benefit Analysis for the affected school district, Jasper County, the City and the other affected taxing jurisdictions, which assumes a maximum total period of 15 years of tax abatement from the first year in which the Additional Project will be subject to taxation (2018), at a rate of 100% abatement for 10 years and 50% abatement for an additional 5 years thereafter.

11. Payments in Lieu of Taxes. The Company has agreed to make certain payments in lieu of taxes in connection with the Original Bonds and the Original Plan. In addition to such payments in lieu of taxes already agreed to, the Company will agree to make additional payments in lieu of taxes during each year in which title to the Additional Project is held by the City. The amounts shown below represent the value of such additional payments in lieu of taxes. The additional payments in lieu of taxes represent 50% of the taxes otherwise due on the Additional Improvements and Additional Personal Property after the initial 10 years of 100% abatement.

Year	Additional Payment in Lieu of Taxes
2018	-
2019	-
2020	-
2021	-
2022	-
2023	-
2024	-
2025	-
2026	-
2027	-
2028	$2,163
2029	2,865
2030	2,865
2031	2,865
2032	2,865

12. Sales and Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Additional Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemption of the qualified building materials on the affected taxing jurisdictions, it was assumed that: (1) the tax levies shown below will remain constant through the construction period; (2) $500,000 will be spent on qualified construction materials purchased in the State of Missouri, (3) $-0- will be spent on qualified construction materials purchased in Jasper County, and $-0- will be purchased in the City, and (4) $3,280,000 will be spent on qualified construction materials purchased outside the State of Missouri. Please note that any variance in these assumptions will alter the fiscal impact of the sales tax exemption on the affected taxing jurisdictions.

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Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales tax exemption on qualified building materials is as follows:

	Estimated Sales Tax Revenues Subject to Exemption
State of Missouri (4.225%)	$21,125
City of Joplin	-0-
General Revenue (1.0%)	-0-
Capital Improvement (0.375%)	-0-
Public Safety (0.5%)	-0-
Park & Stormwater (0.25%)	-0-
Transportation (0.5%)	-0-
Jasper County	
General Revenue (0.375%)	-0-
General - Bridge (0.25%)	-0-
Emergency Services (0.1%)	-0-
Law Enforcement (0.25%)	-0-
Courthouse/Juvenile Ctr. (0.250%)	-0-
Total Value of Exemption	$21,125

	Estimated Use Tax Revenues Subject to Exemption
State of Missouri (4.225%)	$138,580
Total Value of Exemption	$138,580

Additionally, the Company anticipates that a portion of the personal property to be included in the Project will be exempt from sales tax pursuant to the provisions of Section 144.030 of the Revised Statutes of Missouri as manufacturing equipment.

* * *

EXHIBIT A

COST/BENEFIT ANALYSIS

The accompanying spreadsheet shows the detailed cost/benefit amounts of the proposed Additional Project. It assumes a fixed schedule of payments in lieu of taxes for real and personal property taxes for the duration of the abatement period for the Additional Project and the Additional Personal Property to be included in the Additional Project.

The Additional Personal Property is assumed to be depreciated over a 7 year period. The depreciated value of personal property is based on depreciation schedules designated by Section 137.122 of the Revised Statutes of Missouri for such property.

The 2017 ad valorem tax levy rates were utilized for all taxing jurisdictions. Amounts shown as payments in lieu of taxes attributable to any particular taxing jurisdiction are subject to change based on the then-current levy rates of all relevant taxing jurisdictions.

City of Joplin, Missouri
COST BENEFIT ANALYSIS
SUPPLEMENTAL
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

GILMORE BELL
GILMORE & BELL, P.C.

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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Additional Project Assumptions

- Initial year taxes assessed 2018

- 2017 Assessed Value of Additional Improvements $ -

- Appraised Value of Additional Improvements
  (Commercial - Assessor's square footage method) 2017 $ 126,000

- Annual investments of Additional Personal Property
  (less freight, installation and sales tax) 2017 $ 1,300,000
  2018 900,000

- Annual growth rate of value of Additional Improvements and Personal Property 0.0%

- Assessed value as a percentage of appraised value (Additional Improvements) 32.0%

- Assessed value as a percentage of appraised value (Additional Personal Property) 33.33%

- Terms of abatement:

  Additional Improvements and Personal Property

  Years 1-10 100.0%

  Years 11-15 50.00%

- Personal Property is depreciated using the following 7 year recovery period schedule:

Year	Recovery Period in Years					
	3	5	7	10	15	20
0	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
1	75.00%	85.00%	89.29%	92.50%	95.00%	96.25%
2	37.50%	59.50%	70.16%	78.62%	85.50%	89.03%
3	12.50%	41.65%	55.13%	66.83%	76.95%	82.35%
4	5.00%	24.99%	42.88%	56.81%	69.25%	76.18%
5	5.00%	10.00%	30.63%	48.07%	62.32%	70.46%
6	5.00%	10.00%	18.38%	39.33%	56.09%	65.18%
7	5.00%	10.00%	10.00%	30.59%	50.19%	60.29%
8	5.00%	10.00%	10.00%	21.85%	44.29%	55.77%
9	5.00%	10.00%	10.00%	15.00%	38.38%	51.31%
10	5.00%	10.00%	10.00%	15.00%	32.48%	46.85%
11	5.00%	10.00%	10.00%	15.00%	26.57%	42.38%
12	5.00%	10.00%	10.00%	15.00%	20.67%	37.92%
13	5.00%	10.00%	10.00%	15.00%	15.00%	33.46%
14	5.00%	10.00%	10.00%	15.00%	15.00%	29.00%
15	5.00%	10.00%	10.00%	15.00%	15.00%	24.54%
16	5.00%	10.00%	10.00%	15.00%	15.00%	20.08%
17 and on	5.00%	10.00%	10.00%	15.00%	15.00%	20.00%

Summary of Tax Impact Analysis
(Additional Improvements and Personal Property)

Tax Distribution	Tax Rate	Tax Revenue for Additional Improvements and Personal Property Without Abatement	Revenue Generated from PILOT Payments	Value of Abatement
State Blind Pension	0.0300	$ 1,045	$ 81	$ 964
Jasper County	0.1142	3,976	307	3,669
Sheltered Workshop	0.0865	3,012	233	2,779
Mental Health	0.0865	3,012	233	2,779
R-VIII School District	3.7029	128,933	9,965	118,968
Joplin Road District	0.2261	7,873	608	7,264
City of Joplin	0.4339	15,108	1,168	13,941
Surtax	1.0200	6,169	1,028	5,141
	5.7001	$ 169,128	$ 13,623	$ 155,505

Projected Tax Revenues Without Abatement
(Additional Improvements)

Estimated Assessed Value of Additional Improvements		$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ 12	$ 12	$ 12	$ 12	$ 12	$ 12	$ 12	$ 12
Jasper County	0.1142	46	46	46	46	46	46	46	46
Sheltered Workshop	0.0865	35	35	35	35	35	35	35	35
Mental Health	0.0865	35	35	35	35	35	35	35	35
R-VIII School District	3.7029	1,493	1,493	1,493	1,493	1,493	1,493	1,493	1,493
Joplin Road District	0.2261	91	91	91	91	91	91	91	91
City of Joplin	0.4339	175	175	175	175	175	175	175	175
Surtax	1.0200	411	411	411	411	411	411	411	411
	5.7001	$ 2,298	$ 2,298	$ 2,298	$ 2,298	$ 2,298	$ 2,298	$ 2,298	$ 2,298

Estimated Assessed Value Additional Improvements		$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	12	12	12	12	12	12	12	$ 182
Jasper County	0.1142	46	46	46	46	46	46	46	691
Sheltered Workshop	0.0865	35	35	35	35	35	35	35	523
Mental Health	0.0865	35	35	35	35	35	35	35	523
R-VIII School District	3.7029	1,493	1,493	1,493	1,493	1,493	1,493	1,493	22,395
Joplin Road District	0.2261	91	91	91	91	91	91	91	1,367
City of Joplin	0.4339	175	175	175	175	175	175	175	2,624
Surtax	1.0200	411	411	411	411	411	411	411	6,169
	5.7001	2,298	2,298	2,298	2,298	2,298	2,298	2,298	34,474

Projected PILOT Amount
(Additional Improvements)

Estimated Assessed Value of Additional Improvements		$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320
PILOT Payment		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jasper County	0.1142	-	-	-	-	-	-	-	-
Sheltered Workshop	0.0865	-	-	-	-	-	-	-	-
Mental Health	0.0865	-	-	-	-	-	-	-	-
R-VIII School District	3.7029	-	-	-	-	-	-	-	-
Joplin Road District	0.2261	-	-	-	-	-	-	-	-
City of Joplin	0.4339	-	-	-	-	-	-	-	-
Surtax	1.0200	-	-	-	-	-	-	-	-
	5.7001	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Estimated Assessed Value of Additional Improvements		$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	
PILOT Payment		0.00%	0.00%	50.00%	50.00%	50.00%	50.00%	50.00%	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ -	$ -	$ 6	$ 6	$ 6	$ 6	$ 6	$ 30
Jasper County	0.1142	-	-	23	23	23	23	23	115
Sheltered Workshop	0.0865	-	-	17	17	17	17	17	87
Mental Health	0.0865	-	-	17	17	17	17	17	87
R-VIII School District	3.7029	-	-	747	747	747	747	747	3,733
Joplin Road District	0.2261	-	-	46	46	46	46	46	228
City of Joplin	0.4339	-	-	87	87	87	87	87	437
Surtax	1.0200	-	-	206	206	206	206	206	1,028
	5.7001	-	-	1,149	1,149	1,149	1,149	1,149	5,746

Projected Tax Abatement
(Additional Improvements)

Estimated Assessed Value of Additional Improvements		$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320
Abatement Percentage		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ 12	$ 12	$ 12	$ 12	$ 12	$ 12	$ 12	$ 12
Jasper County	0.1142	46	46	46	46	46	46	46	46
Sheltered Workshop	0.0865	35	35	35	35	35	35	35	35
Mental Health	0.0865	35	35	35	35	35	35	35	35
R-VIII School District	3.7029	1,493	1,493	1,493	1,493	1,493	1,493	1,493	1,493
Joplin Road District	0.2261	91	91	91	91	91	91	91	91
City of Joplin	0.4339	175	175	175	175	175	175	175	175
Surtax	1.0200	411	411	411	411	411	411	411	411
	5.7001	$ 2,298	$ 2,298	$ 2,298	$ 2,298	$ 2,298	$ 2,298	$ 2,298	$ 2,298

Estimated Assessed Value of Additional Improvements		$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	$ 40,320	
Abatement Percentage		100.00%	100.00%	50.00%	50.00%	50.00%	50.00%	50.00%	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 12	$ 12	$ 6	$ 6	$ 6	$ 6	$ 6	$ 151
Jasper County	0.1142	46	46	23	23	23	23	23	576
Sheltered Workshop	0.0865	35	35	17	17	17	17	17	436
Mental Health	0.0865	35	35	17	17	17	17	17	436
R-VIII School District	3.7029	1,493	1,493	747	747	747	747	747	18,663
Joplin Road District	0.2261	91	91	46	46	46	46	46	1,140
City of Joplin	0.4339	175	175	87	87	87	87	87	2,187
Surtax	1.0200	411	411	206	206	206	206	206	5,141
	5.7001	2,298	2,298	1,149	1,149	1,149	1,149	1,149	28,729

Projected Tax Revenues Without Abatement
(Additional Personal Property)

Estimated Assessed Value of Additional Personal Property		$ 386,885	$ 571,839	$ 449,332	$ 351,168	$ 261,344	$ 171,520	$ 98,463	$ 73,326
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ 116	$ 172	$ 135	$ 105	$ 78	$ 51	$ 30	$ 22
Jasper County	0.1142	442	653	513	401	298	196	112	84
Sheltered Workshop	0.0865	335	495	389	304	226	148	85	63
Mental Health	0.0865	335	495	389	304	226	148	85	63
R-VIII School District	3.7029	14,326	21,175	16,638	13,003	9,677	6,351	3,646	2,715
Joplin Road District	0.2261	875	1,293	1,016	794	591	388	223	166
City of Joplin	0.4339	1,679	2,481	1,950	1,524	1,134	744	427	318
	4.6801	$ 18,107	$ 26,763	$ 21,029	$ 16,435	$ 12,231	$ 8,027	$ 4,608	$ 3,432

Estimated Assessed Value of Additional Personal Property		$ 73,326	$ 73,326	$ 73,326	$ 73,326	$ 73,326	$ 73,326	$ 73,326	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 22	$ 22	$ 22	$ 22	$ 22	$ 22	$ 22	$ 863
Jasper County	0.1142	84	84	84	84	84	84	84	3,286
Sheltered Workshop	0.0865	63	63	63	63	63	63	63	2,489
Mental Health	0.0865	63	63	63	63	63	63	63	2,489
R-VIII School District	3.7029	2,715	2,715	2,715	2,715	2,715	2,715	2,715	106,538
Joplin Road District	0.2261	166	166	166	166	166	166	166	6,505
City of Joplin	0.4339	318	318	318	318	318	318	318	12,484
	4.6801	$ 3,432	$ 3,432	$ 3,432	$ 3,432	$ 3,432	$ 3,432	$ 3,432	$ 134,654

		Personal Property Assessed Value (7-Year Depreciation)							
		2018	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
2017	1,300,000	386,885	303,996	238,873	185,795	132,717	79,639	43,329	43,329
2018	900,000		267,843	210,459	165,373	128,627	91,881	55,134	29,997
	2,200,000	386,885	571,839	449,332	351,168	261,344	171,520	98,463	73,326
		2026	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	
2017	1,300,000	43,329	43,329	43,329	43,329	43,329	43,329	43,329	
2018	900,000	29,997	29,997	29,997	29,997	29,997	29,997	29,997	
	2,200,000	73,326	73,326	73,326	73,326	73,326	73,326	73,326	

Projected PILOT Amount
(Additional Personal Property)

Estimated Assessed Value of Additional Personal Property Acquired in 2017	$ 386,885	$ 303,996	$ 238,873	$ 185,795	$ 132,717	$ 79,639	$ 43,329	$ 43,329
PILOT Payment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Estimated Assessed Value of Additional Personal Property Acquired in 2018		$ 267,843	$ 210,459	$ 165,373	$ 128,627	$ 91,881	$ 55,134	$ 29,997
PILOT Payment		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jasper County	0.1142	-	-	-	-	-	-	-	-
Sheltered Workshop	0.0865	-	-	-	-	-	-	-	-
Mental Health	0.0865	-	-	-	-	-	-	-	-
R-VIII School District	3.7029	-	-	-	-	-	-	-	-
Joplin Road District	0.2261	-	-	-	-	-	-	-	-
City of Joplin	0.4339	-	-	-	-	-	-	-	-
	4.6801	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Estimated Assessed Value of Additional Personal Property Acquired in 2017	$ 43,329	$ 43,329	$ 43,329	$ 43,329	$ 43,329	$ 43,329	$ 43,329	
PILOT Payment	0.00%	0.00%	50.00%	50.00%	50.00%	50.00%	50.00%	
Estimated Assessed Value of Additional Personal Property Acquired in 2018	$ 29,997	$ 29,997	$ 29,997	$ 29,997	$ 29,997	$ 29,997	$ 29,997	
PILOT Payment	0.00%	0.00%	0.00%	50.00%	50.00%	50.00%	50.00%	

Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ -	$ -	$ 7	$ 11	$ 11	$ 11	$ 11	$ 51
Jasper County	0.1142	-	-	25	42	42	42	42	192
Sheltered Workshop	0.0865	-	-	19	32	32	32	32	146
Mental Health	0.0865	-	-	19	32	32	32	32	146
R-VIII School District	3.7029	-	-	802	1,358	1,358	1,358	1,358	6,233
Joplin Road District	0.2261	-	-	49	83	83	83	83	381
City of Joplin	0.4339	-	-	94	159	159	159	159	730
	4.6801	$ -	$ -	$ 1,014	$ 1,716	$ 1,716	$ 1,716	$ 1,716	$ 7,877

Projected Tax Abatement
(Additional Personal Property)

Estimated Assessed Value of Additional Personal Property Acquired in 2017		$ 386,885	$ 303,996	$ 238,873	$ 185,795	$ 132,717	$ 79,639	$ 43,329	$ 43,329	
PILOT Payment		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	
Estimated Assessed Value of Additional Personal Property Acquired in 2018			$ 267,843	$ 210,459	$ 165,373	$ 128,627	$ 91,881	$ 55,134	$ 29,997	
PILOT Payment			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025	
State Blind Pension	0.0300	$ 116	$ 172	$ 135	$ 105	$ 78	$ 51	$ 30	$ 22	
Jasper County	0.1142	442	653	513	401	298	196	112	84	
Sheltered Workshop	0.0865	335	495	389	304	226	148	85	63	
Mental Health	0.0865	335	495	389	304	226	148	85	63	
R-VIII School District	3.7029	14,326	21,175	16,638	13,003	9,677	6,351	3,646	2,715	
Joplin Road District	0.2261	875	1,293	1,016	794	591	388	223	166	
City of Joplin	0.4339	1,679	2,481	1,950	1,524	1,134	744	427	318	
	4.6801	$ 18,107	$ 26,763	$ 21,029	$ 16,435	$ 12,231	$ 8,027	$ 4,608	$ 3,432	

Estimated Assessed Value of Additional Personal Property Acquired in 2017	$ 43,329	$ 43,329	$ 43,329	$ 43,329	$ 43,329	$ 43,329	$ 43,329		
PILOT Payment	100.00%	100.00%	50.00%	50.00%	50.00%	50.00%	50.00%		
Estimated Assessed Value of Additional Personal Property Acquired in 2018	$ 29,997	$ 29,997	$ 29,997	$ 29,997	$ 29,997	$ 29,997	$ 29,997		
PILOT Payment	100.00%	100.00%	100.00%	50.00%	50.00%	50.00%	50.00%		
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 22	$ 22	$ 16	$ 11	$ 11	$ 11	$ 11	$ 813
Jasper County	0.1142	84	84	59	42	42	42	42	3,094
Sheltered Workshop	0.0865	63	63	45	32	32	32	32	2,343
Mental Health	0.0865	63	63	45	32	32	32	32	2,343
R-VIII School District	3.7029	2,715	2,715	1,913	1,358	1,358	1,358	1,358	100,306
Joplin Road District	0.2261	166	166	117	83	83	83	83	6,125
City of Joplin	0.4339	318	318	224	159	159	159	159	11,754
	4.6801	$ 3,432	$ 3,432	$ 2,418	$ 1,716	$ 1,716	$ 1,716	$ 1,716	$ 126,777

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 4, 2017

ITEM: COUNCIL BILL NO. 2017-527
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Community Planning Director: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees in the building department.

DISCUSSION:
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 6, 2017. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

As detailed in the biennial user fee review, certain fees need to be increased to recover more of the costs associated with providing these services.

In the fee review, staff proposed increasing the commercial fence permit fee.

The proposed change is as follows:

- Change the commercial fence permit fee from $50.00 to $75.00

The fee change will be effective on February 1, 2018.

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

COUNCIL BILL NO. 2017-527 ORDINANCE NO.

AN ORDINANCE amending Section 26-91, Building Permit fees; re-inspection fee, of Article IV, Permits and Fees, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin, by amending Section 26-91, Building Permit fees; re-inspection fees, of Article IV, Permits and Fees, to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 26-91, Building Permit fees; re-inspection fee, of Article IV, Permits and Fees, of Chapter 26, Buildings and Building Regulations, be amended in Section 26-91, Building Permit fees; re-inspection fee, of Article IV, Permits and Fees, of Chapter 26, Buildings and Building Regulations, of the Code of Ordinances of the City of Joplin be enacted to read as follows:

CHAPTER 26 BUILDINGS AND BUILDING REGULATIONS

Article IV. Permits and Fees

"Sec. 26-91. Building permit fees; reinspection fee.

…

(4) *Other Fees.*

a. *Fences.* The fee for fences shall be as follows:

1) Residential - $25.00

2) Commercial - $75.00

b. *Swimming pools and spas.* The fees for swimming pools and spas shall be as follows:

1) One- and two-family dwellings (residential, private) $50.00 each.

2) Multiple-family dwellings, motels and hotels (commercial, public and semi-public) $75.00 each.

…"

Section 2. That this ordinance shall become effective on February 1, 2018.

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

_____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 4, 2017

ITEM: COUNCIL BILL NO. 2017-528
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Fire Chief: Jimmy Furgerson
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees in the fire department.

DISCUSSION:
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 6, 2017. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain user fees need to be increased to recover more of the costs associated with providing these services, while other fees need to be removed to better reflect the services provided by the fire department.

In the fee review, staff proposed various changes to fire department fees.

The proposed changes are as follows:

- Change the hood suppression inspection fee from $50.00 to $75.00
- Change the operational permit fee from the annual charge of $100 for the first permit and $25.00 for additional permits to $50.00 per permit
- Remove the construction permit fee of $100.00
- Change the general burn permit fee from $5.00 to $10.00 for a consecutive three-day burn period

The fee change will be effective on February 1, 2018.

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

COUNCIL BILL NO. 2017-528 ORDINANCE NO.

AN ORDINANCE repealing Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to change certain fees to better reflect services provided by the fire department.

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

Section 1. That Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection, be repealed and a new Section 58-68, Schedule of Fees, Article II, Fire Prevention Code, Division 2, International Fire Code, of Chapter 58, Fire Prevention and Protection of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**ARTICLE II. FIRE PREVENTION CODE**

DIVISION 2. INTERNATIONAL FIRE CODE

Sec. 58-68. Schedule of Fees.

The following is a schedule of the fire department permit fees:

(1) *Plan Review.* Where a fire plan review is required for any reason, fees shall be collected for such plan review as follows:
   a. *Fire Commercial Plan Review* fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500.00 per plan review.
      i. The value of the project in this section shall be computed by one of the following methods and approved by the Fire Marshal, but in no case shall the value of the project be less than the minimum set forth in this section.

a) Provided by the person applying for the permit and verified by the Fire Marshal.
b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.

ii. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. *Sprinkler/Standpipe Plan Review* fee shall be $200.00 for commercial permits and $50.00 for residential permits.
c. *Alarm System Plan Review* fee shall be $200.00 for commercial permits and $50.00 for residential permits.

(2) *Inspection Fees.* Where an inspection for an underground sprinkler system or a hood suppression system is required for any reason, fees shall be collected as follows:
a. *Underground Sprinkler Inspection* fee shall be $100.00 for commercial permits.
b. *Hood Suppression Inspection* fee shall be $75.00 for commercial permits.

(3) *Permit Fees.* No permit will be issued prior to the plan review process or prior to the beginning of construction.
a. *Operational Permit fee*. Operational permits, as referenced in the International Fire Code, may be revoked by the Fire Marshal at any time for cause. Operational permits shall be $50.00 per permit.

(4) *Burn Permit Fees.*
a. *General Burn Permit Fee.* A general burn permit shall be issued prior to any such burning inside the City of Joplin. A general burn permit for piles less than 3 feet diameter by 2 feet high shall cost $10.00. A burn permit shall be valid for up to three consecutive days. Prior to burning, a holder of a valid burn permit must contact the Joplin Fire Department to obtain permission to burn on that given day.

(5) *Reinspection Fees.*
a. There will be a reinspection fee when extra inspections are necessary due to any of the following reasons:
1) When wrong address is provided.
2) When work is not ready for inspection when called.

3) When work is not installed in compliance with city ordinances and/or applicable codes
4) In any other event that is of no fault of city inspectors.

For each trip, residential: $25.00, commercial/industrial: $50.00.

(6) *Firework Stand Fees.*
a. $100.00 per calendar year as referenced in Section 58-66.

(7) *Fee Review Process.*
City Council shall review the costs of services with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on February 1, 2018.

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

_____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 4, 2017

ITEM: COUNCIL BILL NO. 2017-529
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Public Works: David Hertzberg
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees in the engineering department.

DISCUSSION:
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 6, 2017. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As detailed in the biennial user fee review, certain fees need to be increased, while new fees have been recommended, to recover more of the costs associated with providing these services by the engineering department.

Commercial building projects within the City require a storm water, sanitary sewer and traffic plan review performed by the engineering department. Currently, the City does not assess any plan review fee for this service. The recommendation is to add a plan review fee that mirrors the building and fire plan review fee provisions. Additionally, engineering performs storm water, sanitary sewer, and traffic plan review for residential subdivisions. The recommendation is to add a residential subdivision plan review fee that mirrors the planning department plan review fee provisions. In preparation of adding these new fees, Public Works held multiple meetings with the Tri-State Contractors and the Home Builders Association to discuss the new fees over the last several months. A letter about the proposed fee changes from HBA is attached for review.

In the fee review, staff proposed various changes to the engineering department fees.

The proposed changes are as follows:

- Change the driveway permit fee from $25.00 to $50.00 for residential and $100.00 for commercial
- Change the sidewalk permit fee from $25.00 to $50.00 for residential and $100.00 for commercial

- Change the curb & gutter fee from $25.00 to $50.00 for residential and $100.00 for commercial
- Change the special event fee from $100.00 to $150.00
- Change the road closure fee from $50.00 to $75.00
- Establish a new commercial engineering plan review fee calculated at .001 times the construction value
- Establish a new engineering residential subdivision plan review set at $100.00, plus $10.00 for each lot
- Change the excavation permit fee from $75.00 to $100.00

The fee change will be effective on February 1, 2018.

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

COUNCIL BILL NO. 2017-529 ORDINANCE NO.

AN ORDINANCE repealing Section 106-62, Inspection and Permit Fees, Article III, Improvement Permits, and Section 106-93, Fees and Charges, Article IV, Excavations, of Chapter 106, Streets, Sidewalk and Other Public Places, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, and Section 106-93, Fees and Charges, Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

WHEREAS, the Council of the City of Joplin desires to establish new fees to help recover the cost of services provided by the engineering department.

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

Section 1. That Section 106-62, Inspection and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places, be repealed and a new Section 106-62, Plan Review and Permit Fees, Article III, Improvement Permits, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**ARTICLE III. IMPROVEMENT PERMITS**

Sec. 106-62. Plan Review and Permit Fees.

(1) Before any permit shall be issued under the provisions of this article, the applicant therefor shall pay a fee determined as follows:

a. *Driveway.* The fee for driveway permits shall be as follows:
   i. Residential - $50.00
   ii. Commercial - $100.00

b. *Sidewalk.* The fee for sidewalk permits shall be as follows:
   i. Residential - $50.00
   ii. Commercial - $100.00

c. *Curb & Gutter.* The fee for curb and gutter permits shall be as follows:

i. Residential - $50.00
ii. Commercial - $100.00

(2) *Special Event Permit.* When a special event held within the limits of the City of Joplin requires city labor and materials, the applicant therefor shall pay a fee of $150.00 per special event.

(3) *Road Closure Permit.* When a road or street within the limits of the City of Joplin requires a temporary closure for construction, utility repairs, special events or any other reason, the applicant therefor shall pay a fee of $75.00 per road closure.

(3) *Plan Review*. Where an engineering plan review is required for any reason, fees shall be collected for such plan review as follows:

a. *Engineering Commercial Plan Review* fee shall be .001 multiplied by the value of the project, with a maximum cap of $2,500.00 per plan review.
    i. The value of the project in this section shall be computed by one of the following methods and approved by the Public Works Director, but in no case shall the value of the project be less than the minimum set forth in this section.
        a) Provided by the person applying for the permit and verified by the Public Works Director.
        b) Calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of 0.87.
    ii. The minimum value of the project shall be calculated using the Building Valuation Data published in the Building Safety Journal each February issue (on file in the City Clerk's office) based on square footage of the project, and modified for the City of Joplin, using a multiplier of .65.

b. *Engineering Residential Subdivision Plan Review* fee shall be assessed upon the submission of a preliminary plat in the amount of $100.00, plus $10.00 per lot. The fee shall be paid at the time the preliminary plat is submitted and shall apply to approval of the preliminary plat and final plat, provided that the final plat includes the same area as the preliminary plat.

(4) *Fee Review Process.*
City Council shall review the costs of services with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That Section 106-93, Fees and Charges, Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places, be repealed and a new Section 106-93,

Fees and Charges, Article IV, Excavations, of Chapter 106, Streets, Sidewalks and Other Public Places of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**ARTICLE IV. EXCAVATIONS**

Sec. 106-93. Fees and charges.

The excavation permit fee shall be $100.00. City Council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge."

Section 3. That this ordinance shall become effective on February 1, 2018.

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

_____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

HOME BUILDERS ASSOCIATION OF SOUTHWEST MISSOURI

National Association of Home Builders

2024 East 32nd Street * P.O. Box 2532 * Joplin, MO 64803 * Ph: 417.623.5205 * Fax: 417.623.1509

Date: November 10, 2017

To: Mayor Mike Seibert
Joplin City Council Members
Sam Anselm, City Manager
Troy Bolander, Director of Planning
David Hertzberg, Director of Public Works
Bryan Wicklund, Chief Building Inspector

From: Board of Directors, Home Builders Association of Southwest Missouri

Re: Proposed Changes to Public Works Fees

The Home Builders Association of Southwest Missouri was made aware of fee changes to the Public Works Department and had more than one meeting with City staff to review the changes. After Board members met with Public Works and the Building Department, some of those individuals also attended a membership meeting and presented the fee changes to our membership at large.

We have not heard of any complaints from our membership and our Board of Directors has no issue with the proposed fee changes.

We thank the City staff for all of their hard work and support of the home building industry. We appreciate the great working relationship between our members and the City of Joplin.

Steve Robbins
Robbins Construction
HBA President

Will Endicott
Empire District Electric
HBA Vice President

Brian Kuehn
Four State Homes
HBA Sec/Treasurer

Gary Rose
Rose Construction
Past President

C.D. Beaver
Generations Construction
Director

Donny Allen
Keller Williams Realty
Director



Jake Mayberry
Mayberry Construction
Director



Jon Adams
Adams Construction
Director



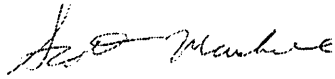
Kevin Seward
Seward Insulation
Director



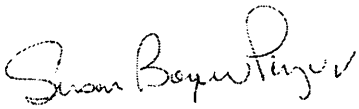
Mark Shallenburger
Sunbelt Rentals
Director



R.J. Hall
Joplin Supply
Director



Scott Marshall
Gardner Marshall Homes
Director



Susan Pinjuv
ABC Supply
Director



Valerie Searcy
HBA of Southwest Mo
Executive Officer

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 4, 2017

ITEM: COUNCIL BILL NO. 2017-530
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Planning: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing zoning permit fees.

DISCUSSION:
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 6, 2017. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

As detailed in the biennial user fee review, certain fees need to be increased to recover more of the costs associated with providing these services. Staff proposed various changes to the planning department fees.

The proposed changes are as follows:

- Increase the rezoning application fee from $450.00 to $500.00
- Increase the special use permit fee from $450.00 to $500.00
- Increase the special use renewal permit fee from $450.00 to $500.00
- Increase the request for zoning adjustments fee from $450.00 to $500.00
- Increase the request for vacation fee from $450.00 to $500.00
- Increase the site plan/development review fee from $450.00 to $500.00

The fee changes will be effective on February 1, 2018.

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

COUNCIL BILL NO. 2017-530 ORDINANCE NO.

AN ORDINANCE repealing Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the City of Joplin and enacting in lieu thereof a new Section 29A-2514, Fees, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations be repealed and a new Section 29A-2514, Fees, Article II, of Appendix 29A, of the Zoning Regulations of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**CITY OF JOPLIN, MISSOURI – ZONING REGULATIONS**
Article 25 - Administration

Sec. 29A-2514. *Fees.*

Rezoning Application	$500.00
Special Use Permit Application	$500.00
Special Use Permit Renewal	$500.00
Request for Board of Zoning Adjustments	$500.00
Request of Vacation of Streets, Alleys, and Easements	$500.00
Site Plan/Development Review	$500.00

1. City Council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fee charge."

Section 2. That this ordinance shall become effective on February 1, 2018.

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

_____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 4, 2017

ITEM: COUNCIL BILL NO. 2017-531
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Parks Director: Paul Bloomberg
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees in the cemetery division of the parks department.

DISCUSSION:
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 6, 2017. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

As detailed in the biennial user fee review, certain fees need to be increased to recover more of the costs associated with providing these services. In the fee review, staff proposed various changes to cemetery fees.

The proposed changes are as follows:

- Change the grave opening/closing fee from $400.00 to $500.00
- Change the grave opening/closing infant fee from $100.00 to $200.00
- Change the cremains fee from $125.00 to $200.00
- Change the cremains with setup fee from $200.00 to $275.00
- Change the columbarium companion fee from $1,000.00 to $1,100.00

The fee changes will be effective on February 1, 2018.

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

COUNCIL BILL NO. 2017-531 ORDINANCE NO.

AN ORDINANCE repealing Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries, be repealed and a new Section 34-2, Prices of lots and grave rights; charge for setting stones, of Chapter 34, Cemeteries of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"Sec. 34-2. Prices of lots and grave rights; charge for setting stones.

(A) Charge for lots, grave rights, and setting stones:

(1) Lot space…….$500.00
(2) Grave opening/close…….$500.00
(3) Grave opening/close-Infants……..$200.00
(4) Grave marker (*cost per square inch)……..*$0.35
(5) Cremains ……$200.00
(6) Cremains including set up……$275.00
(7) Columbarium-Single niche, includes opening/closing and some engraving…..$750.00
(8) Columbarium-Companion niche, includes opening/closing and some engraving……$1,100.00

(B) An additional charge of $100.00 for grave opening shall be made for any openings when the procession enters the ceremony later than 4:00 p.m. on Monday through Friday and on Saturday before noon. On Saturday after 12:00 noon, the charge shall be the base of $500.00 plus the hourly rate of $100.00 for each additional hour.

(C) City council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge."

Section 2. That this ordinance shall become effective on February 1, 2018.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 4, 2017

ITEM: COUNCIL BILL NO. 2017-532
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Health Director: Dan Pekarek
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees in the business license ordinance, related to health department inspection services.

DISCUSSION:
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 6, 2017. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

As detailed in the biennial user fee review, certain fees need to be increased to recover more of the costs associated with providing these services. In the fee review, staff proposed various changes to the health permit fees.

The proposed changes are as follows:

- Increase Health Permit Low Priority from $100.00 to $110.00, Medium Priority from $200.00 to $220.00, High Priority from $300.00 to $330.00
- Increase Health Permit for Swimming pools-seasonal from $100.00 to $125.00 and the Swimming pools-year-round from $250.00 to $300.00

The fee changes will be effective on February 1, 2018.

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

COUNCIL BILL NO. 2017-532 ORDINANCE NO.

AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, be repealed and a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"DIVISION 2. SCHEDULE OF FEES

Sec. 30-121. License classifications and fees.

Except as otherwise indicated in this article, the annual schedule of license fees and classification of occupations, trades, pursuits, businesses and vocations shall be as follows:

Abstracting Business …The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Accountant, Auditor, Bookkeeper ……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Advertising Agencies or Services ……....100.00

Agent or Agency not enumerated …….100.00

Ambulance Services or Companies, ……175.00

Amusement Centers, Card Tables, Recreation

A) Bowling Alley, Per Alley……..15.00
B) Billiard or Pool Hall, Per Table ……15.00
C) Dancehall ……100.00
Per Month……..10.00
Per Day …….. 5.00
D) Miniature Golf ……100.00
E) Domino Parlor
Per Table …… …15.00
F) Shuffleboard or Card Table
Per Table …….15.00
G) Any Other Amusement Type Activity, Per Activity……15.00

Apartment Houses and Complexes……25.00
Plus each unit offered for rent……..2.00

Architects
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Armored Car Services ……..……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Artist, per year ……30.00

Auction House or Business …….The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Auctioneer ……150.00

Automobile Dealers-New and/or Used ..... The fee provided in section 30-92 (1), with a minimum license fee of $175.00 per year in any case.

Automobile Dealer Tags
A) First Tag …….10.00
B) Each Additional Tag ……5.00

Automobile Leasing or Renting…… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Automobile Parking Lots or Storage Garage …… The fee provided in section 30-92 (1).

Automobile Washing, Waxing or Polishing
Establishments, Power Washers …….. The fee provided in section 30-92 (1).

Banking, Trust, or Mortgage Company
Having Deposit Market Share inside Joplin of in (000's):
$0-$20,000…….. ……100.00
$20,001-$50,000……..200.00
$50,001-$100,000……300.00
$100,001-$200,000……..400.00
$200,001 and Up……..500.00

Barbers and Beauty Operators, without a place of business
Per year……10.00

Barbershops and Beauty Parlors
Per Chair or Per Operator ……5.00

Billboard Business, Outdoor Advertising Companies … The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Bondsmen, Bail
A) Professional Bondsmen ……....100.00
B) Agent/Employee……..50.00

Brokers and Brokerage Companies ……100.00

Business or Correspondence School, For Profit ….The fee provided in section 30-92 (1).

Carnivals, For Profit
A) Per Day ……250.00
B) Per Week ……..…1,000.00

Carnivals, Not for Profit (excluding school functions)
A) First Ten Days, Per Day ……10.00
B) Each Day After, Per Day ……..5.00

Carnivals, Inside Facility for more than 30 days….The fee provided in section 30-92(1).

Cash Register Agency ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Caterer (other than as part of a licensed restaurant)……50.00

Circus, For Profit
A) First Day ……..300.00
B) Each Day After, Per Day ……200.00

Circus, Not for Profit (excluding school functions)

A) First Ten Days, Per Day……10.00
B) Each Day After, Per Day ……5.00

Cleaners of Windows, Buildings, Carpet & Rugs,
Furniture & Similar Items ……..…… The fee provided in section 30-92 (1)

Coin Operated Devices
(1) Operator's License for any type Coin
Operated Machine, Amusement/Prophylactic Machine ……50.00
Operated Machine, Vending Machine ……...30.00
A) Amusement Machine, Each …… 10.00
B) Vending Machine, Each …… …2.00
C) Prophylactic Device Machine, Each ……..10.00

Cold Storage Warehouse & Locker Plants ……100.00

Collection Agency, Credit Bureau or Retail Credit Association ……100.00

Contractors
A) General Builders, Commercial ……500.00
B) General Builders, Residential ……...200.00
C) Subcontractor or Specialty (Including Demolition) ……150.00
D) Electrical
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00
E) Plumber
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00

Dental Laboratories ……..…… The fee provided in section 30-92 (1)

Employment Agency ……...100.00

Engineer or Engineering Company
1-25 Employees……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Florist, Greenhouse, Nurseries ……..…… The fee provided in section 30-92 (1)

Fortunetelling ……50.00

Garage Repair Shop ……. The fee provided in section 30-92 (1)

Health Permit
- Low Priority ……..…..110.00
- Medium Priority ……..220.00
- High Priority ……330.00
- Change of Ownership Inspection ……..40.00
- New Construction/Remodel Inspection ……...125.00
- Tattoo Parlor Plan Review-New Facilities ……85.00
- Swimming Pools, Public and Semi-Public, Seasonal ……..…125.00
  - Each Additional Seasonal Facility…….15.00
- Swimming Pools, Public and Semi-Public, Year-Round ……300.00
  - Each Additional Yearly Facility…….50.00

Hospital, Private ……500.00

Hotels and Motels
- A) First Room ……15.00
- B) Each Additional Room ……...1.00

House Mover ……50.00

Ice Cream Stand ……50.00

Ice Dealer
- A) First Delivery Vehicle ……..30.00
- B) Each Additional Vehicle ……..10.00

Insurance Adjusters & Claim Agents or Agencies ……175.00

Insurance Agent, Agency or Broker
Representing Fire, Casualty, Bonding, Plate Glass, Accident or Life Insurance Companies
- A) Not more than 1 Person ……...100.00
- B) For each additional Partner, Member of the Firm or Officer of the Company engaged in the Sales Part of the Business…….10.00

Internet Service Providers…….$2 per employee, with a minimum license fee of $30.00 per year in any case.

Investment Company ……100.00
A) Plus, Each Salesman or Solicitor ……10.00

Junk, Scrap, Salvage Dealer …….. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Land Surveyor
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Laundry, Cleaning and Pressing …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Laundry, Self-Service ……..50.00

Lead-Litharge Smelting ……The fee provided in section 30-92 (1), with a minimum license fee of $1,200.00 per year in any case.

Liquor
A) Dealers at Retail in Intoxicating Liquor-
for consumption on premises where sold ……..450.00
B) Dealers at Retail in Intoxicating Liquor-
in original package ……200.00
C) Dealers at Retail in Intoxicating Liquor-
restaurant bars ……450.00
D) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for consumption on premises where sold ……...100.00
E) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package ……100.00
F) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package on Sundays ……300.00
G) Dealers at Retail in Nonintoxicating Beer (3.2%)
in original package ……..50.00
H) Dealers at Retail in Nonintoxicating Beer (3.2%)
for consumption on premises where sold ……75.00
I) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
all intoxicating liquor …….600.00
J) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
containing not in excess of 22% alcohol by weight ……..300.00
K) Dealers at Wholesale & Solicitation in Intoxicating Liquor-

containing not in excess of 5% alcohol by weight ……150.00
L) Dealers at Wholesale in Nonintoxicating Beer (3.2%) ……100.00
M) Wine, malt beverages, and distilled spirits tasting permit ……..25.00

Locksmith & Gunsmith …… The fee provided in section 30-92 (1)

Manufacturer ……..The fee provided in section 30-92 (1)

Masseurs, Physical Therapy, Weight Control,
Exercise or Health Studios or similar establishments ……..……..…100.00

Merchants, Wholesale & Retail ……..…….. The fee provided in section 30-92 (1)

Merchant, Temporary
Temporary Merchant means any person who sells or offers for sale merchandise or wares on a temporary basis and shall include special events, which constitutes less than on an annual basis.
A) Each Event ……5.00
B) Per Week ……..……10.00
C) Per Month ……20.00

Messenger Service ……100.00

Mobile Home Park
A) First Mobile Home Lot ……15.00
B) Each Additional Lot ……..2.00

Mortuary, Undertakers or Funeral Establishments …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Nurseries, Daycare, Preschools
A) First five children ……..10.00
B) Each Additional child ……..1.00

Nursing, Convalescent or Old-Age Homes ……30.00

Office Buildings
A) First Ten Rooms ……25.00
B) Each Additional Room ……1.00

Optical Goods, Manufacturing, Wholesale or Retail …….……. The fee provided in section 30-92 (1)

Parcel Delivery or Express Company
A) For 1 Vehicle ……..30.00

B) Each Additional Vehicle …….10.00

Pawnbroker, which shall include the buying and selling of gold, silver and jewelry …
The fee provided in section 30-92 (1), with a minimum license fee of $200.00 per year in any case.

Peddlers
A) Conducting Business on foot
1. Per Special Event……5.00
2. Per Week ……..…10.00
3. Per Month ……..…20.00
4. Per Year …….50.00

B) Using a wagon, automobile, cart or other vehicle or conveyance, which shall include concession trailers, per such vehicle
1. Per Special Event……5.00
2. Per Week ……..…10.00
3. Per Month ……..…20.00
4. Per Year …….50.00

Pest, Vermin Control …… The fee provided in section 30-92 (1)

Photographer ……50.00
A) Plus each agent or solicitor per day ……..5.00

Printing Establishment
Printing, typesetting or linotype, mimeographing, photostating, engraving, photocopying or lithographing services …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Private Investigators and Security Guards ……..…….50.00

Processing Services
Those processing establishments or processing services not otherwise enumerated …… The fee provided in section 30-92 (1)

Promoters or Booking Agents or Agencies
Promoters of all types of entertainment where an admission is charged to the public for profit or the expectation of profit ……..50.00

Radio Stations ……..150.00

Railroads or Railways ……...500.00
This item shall apply to every person operating a railroad or railway company and transacting business within the

city (but not including business done to or from points within the state and not including any business done for the government of the United States, its officers or agents), and every person operating a railroad or railway company operating its trains or keeping and maintaining its tracks across, upon or along any street, alley or other public place in the city, by means of any surface track, bridge, viaduct or tunnel, and every person operating a railroad or railway company occupying any portion of any street, alley or other public place of the city with its roadbed, tracks, ties, switches, bridges, viaducts, tunnels or other structures

Real Estate Agent, Agency or Broker …….....100.00
A) Plus, for each salesman ……15.00

Rental Businesses ……..……. The fee provided in section 30-92 (1)

Repair Establishments ……. The fee provided in section 30-92 (1)

Restaurants, Café, Cafeteria's & Lunchrooms…The fee provided in section 30-92 (1), but in no case shall a restaurant license be more than $500 per year.

Sales/Service Agent or Agency
Receiving gross annual commissions, fees, charges or compensation of
A) $25,000 or less per year ……25.00
B) More than $25,000 and not more than $50,000, per year…….….35.00
C) More than $50,000 and not more than $100,000 per year ……50.00
D) More than $100,000 and not more than $250,000 per year ……100.00
E) More than $250,000 and not more than $500,000 per year …….250.00
F) More than $500,000, per year ……..400.00

Septic Tank Cleaning ……..75.00

Service Center (all other service businesses not enumerated)……..…..$2 per employee, a minimum license fee of $30.00 per year in any case.

Service Station, Filling Station, Gasoline Station … The fee provided in section 30-92 (1)

Shows, Transient
Tent shows, exhibits, exhibitions or other attractions held indoors or outdoors or in automotive or other conveyances, other than carnivals or circuses
A) First day ……10.00
B) Each additional day ……5.00

Sign Makers and Sign Painters ……75.00

Skating Rinks, Ice or Roller ……...150.00

Sound Recording and Reproduction Services ….. The fee provided in section 30-92 (1)

Stocks and Bonds, Sale or Purchase ……..…….100.00

Stockyard ……500.00

Storage Houses and Warehouses ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Street Stand, Temporary in nature, Special Events Only

A street stand is any place near to or adjoining any sidewalk, alley, or other public way, or any common area, whether such common area is enclosed or open, where articles are eaten or drunk or articles of ornament or necessity are sold, offered or exposed for sale, this item shall not apply for purposes of stands near to or adjoining any sidewalk, alley or other public way or any common area operating for the sale of fireworks.

A) Each Special Event ……..……5.00
B) Per Week ……10.00
C) Per Month ……...20.00
D) Per Year ……..50.00

Tailoring Business …… The fee provided in section 30-92 (1)

Tattoo Parlor's, per year ……125.00

A) Plus, per operator ……25.00

Taxicab Business

A) Base fee ……..50.00
B) Plus, each cab, per year ……..50.00

Taxicab Drivers

A) Original License ……5.00
B) Each renewal ……..3.00

Taxidermists ……..30.00

Theaters and Moving Picture Houses

Those having a seating capacity of:

A) 500 or less ……100.00
B) 501 to 1,000 ……150.00
C) 1,001 to 1,500 ……..175.00
D) 1,501 to 2,000 ……..200.00
E) 2,001 or more ……...250.00

Towel Supply Company ……..50.00

Transfer & Moving Van Companies
A) First vehicle ……30.00
B) Each additional vehicle ……...10.00

Travel Agencies or Agents ……30.00

Tree Surgeons ……..150.00
Those persons engaged in the occupation of tree surgeons, tree trimming, tree and plant treating or spraying services

Truck Terminal or Truck Loading & Unloading Depot ……..150.00

Welding Company …….. The fee provided in section 30-92 (1).

No individual annual occupational license shall exceed $50,000."

Secs. 30-123--30-140. Reserved.

Section 2. That this ordinance shall become effective on February 1, 2018.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 4, 2017

ITEM: COUNCIL BILL NO. 2017-533
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Parks Director: Paul Bloomberg
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing fees in the recreation division and golf course within the parks department.

DISCUSSION:
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 6, 2017. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

As detailed in the biennial user fee review, certain fees need to be increased to recover more of the costs associated with providing these services. In the fee review, staff proposed various changes to the parks and golf fees.

The proposed changes in recreation are as follows:

- Establish a $10.00 per participant activity fee for tennis, football, baseball and softball for usage of city facilities
- Increase the Soccer Tournament fee for college/high school/youth from $30.00 per match to $40.00 per match
- Increase the Soccer Tournament fee for adults from $50.00 per match to $60.00 per match
- Increase the Softball Tournament fee without lights from $100.00 a day to $150.00 a day
- Increase the Softball Tournament fee with lights from $150.00 a day to $200.00 a day
- Remove the Softball Practice with lights fee as it is not used
- Increase the Swimming Pool Family Season Pass from $125.00 to $140.00
- Remove the Parks Facility Rental fee as it duplicates other fees set forth in the ordinance

The proposed changes in golf fees are as follows:

- Establish a Twilight Season Pass of $300.00, as well as with a cart for $600.00
- Remove the higher installment payments from the season passes
- Establish a cart fee with the student green fee of $10.00 per seat
- Increase the 9-hole weekday fee from $8.00 to $9.00
- Increase the 18-hole weekday fee from $15.00 to $17.00
- Increase the 18-hole weekend fee from $18.00 to $19.00
- Increase the 18-hole senior weekday fee from $11.25 to $11.75
- Increase the 18-hole senior weekend fee from $13.50 to $14.00
- Establish a 9-hole senior weekday fee at $6.00
- Establish a 9-hole senior weekend fee at $7.00
- Increase the 18-hole student green fee from $8.25 to $9.00
- Increase the weekday twilight fee from $9.75 to $11.00
- Increase the weekend twilight fee from $12.00 to $13.00
- Increase the league play from $9.75 to $10.00
- Increase the golf cart fee for 9-holes from $6.75 to $7.00
- Increase the adult annual pass from $600.00 to $650.00
- Increase the adult annual pass with one cart from $1,225.00 to $1,300.00
- Increase the family annual pass from $900.00 to $1,000.00
- Increase the family annual pass with one cart from $1,525.00 to $1,600.00
- Increase the additional cart with a family annual pass from $575.00 to $600.00
- Remove the 25 play pass due to the introduction of the twilight pass

The fee changes will be effective on February 1, 2018.

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

COUNCIL BILL NO. 2017-533 ORDINANCE NO.

AN ORDINANCE repealing Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, and Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, and Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes and make other changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-5, Fees at Schifferdecker Golf Course, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-5. Fees at Schifferdecker Golf Course.

(a) Fees and charges at Schifferdecker Golf Course are as follows:

(1) *Green fees generally.* The green fees shall be $17.00 per player per 18 holes, except on week-ends and holidays, when the green fees shall be $19.00 per player per 18 holes. The green fees shall be $9.00 per player per 9 holes, except on week-ends and holidays, when the green fees shall be $10.00 per player per 9 holes.

(2) *Green fees for senior citizens.* The green fees for senior citizens shall be $11.75 per player per 18 holes, except on week-ends and holidays, when the green fees for senior citizens shall be $14.00 per player per 18 holes. The green fees shall be $6.00 per player per 9 holes, except on week-ends and holidays, when the green fees shall be $7.00 per player per 9 holes.

(3) *Season passes.*

a. The single annual pass fee shall be $650.00 per person per year.

b. Senior citizen single annual pass fee shall be $500.00 per person per year. Senior citizen passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $10.00.

c. A single annual pass with unlimited cart use fee shall be $1,300.00 per person per year.

d. A senior citizen annual pass with unlimited cart use fee shall be $1,025.00 per person per year.

e. A student (also known as "junior" or "youth") annual pass fee shall be $90.00 per person per year. Student passes shall be for weekdays only and a week-end fee or holiday fee with an annual pass shall be a green fee of $8.25. Qualifications for participation shall be set by the director of the parks and recreation department.

f. A family annual pass (up to four individuals) fee shall be $1,000.00 per family per year. A family annual pass with one (1) unlimited cart use fee shall be $1,600.00. The fee for an additional unlimited cart use shall be an additional $600.00 per person per year.

g. A twilight annual pass fee shall be $300.00 per person per year. A twilight annual pass with one (1) unlimited cart use fee shall be $600.00.

(4) *Green fees for students.* The green fees for qualified students (also known as "junior" or "youth") shall be $9.00. Qualifications for participation shall be set by the director of the parks and recreation department.

(5) *Green fees for students with cart (per seat).* The green fees with cart for qualified students (also known as "junior" or "youth") shall be $10.00 per seat. Qualifications for participation shall be set by the director of the parks and recreation department.

(6) *Green fees for leagues.* The green fees for league play shall be $10.00. To be eligible for league play, each league team must be sponsored by a company or not-for-profit organization chartered by the state, each league must consist of a minimum of ten players, and each league must provide a roster of all players, which shall be checked each week of play.

(7) *Twilight green fee.* The twilight green fee shall be $11.00 on weekdays and $13.00 on week-ends. The twilight time shall be set by the director of the parks and recreation department.

(8) *Pull cart rental.* The pull cart rental charge shall be $2.50 per day.

(9) *Power cart rental.* The power cart rental charge shall be $12.00 per 18 holes per seat. The power cart rental charge shall be $7.00 per 9 holes per seat.

(10) *Private powered golf carts.* No privately owned powered golf cart will be permitted for use at the Schifferdecker Municipal Golf Course. Except that any physically handicapped person may utilize a powered golf cart that has been modified or constructed so as to be accessible. The term "Physically Handicapped", as employed in this subsection shall include any of the disabilities as described in RSMo., 301.142.1 and 301.071, as may be amended from time to time.

(11) *High School annual fee.* The high school annual fee shall be $500.00 per school. Qualifications for participation shall be set by the director of the parks and recreation department.

(b) The director of parks and recreation may in his discretion temporarily reduce fees in an attempt to equalize the number of played rounds during the course of any given business day. Such “specials” shall be available to all persons seeking to utilize the course during the appropriate day and time.

(c) For purposes of this section "Family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "Senior Citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(e) For purposes of this section, “Student”, “Junior”, or “Youth” shall mean any person under the age of 18.”

Section 2. That Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-6, Fees for Parks Programs and Parks Facilities, of Article I, In General, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE I. IN GENERAL

Sec. 86-6 Fees for parks programs and parks facilities.

(a) In addition to any fees or charges established pursuant to this chapter, the fees and charges for programs and facilities at the City of Joplin Parks and Recreation Facilities are as follows:

(1) *Tennis Programs at the Joplin Athletic Complex.*

a. A family pass/proximity card shall be $150.00 per family for one year from the date of issuance.
b. An individual, aged 18 years and older, pass/proximity card shall be $75.00 per person for one year from the date of issuance.
c. An individual, aged 17 years and under, pass/proximity card shall be $37.50 per person for one year from the date of issuance.
d. A senior citizen pass/proximity card shall be $50.00 per person for one year from the date of issuance.
e. The tennis court rental fee shall be $5.00 per day.
f. The tennis tournament fee shall be $5.00 per day.
g. The high school age and college age tennis tournament fee shall be $4.00 per day.
h. The high school age and college age tennis practice fee and game fee shall be $500.00 per school year.
i. A tennis activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.

(2) *Baseball programs at Joe Becker and the Joplin Athletic Complex.*

a. A college level and similar level baseball game shall be $200.00 per game.
b. A college level and similar level baseball practice shall be $50.00 per practice.
c. A high school age and similar level baseball game shall be $75.00 per game.
d. A high school age and similar level baseball practice shall be $30.00 per game.
e. A baseball activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.
f. In the event a baseball tournament is cancelled within ten (10) days of the tournament date for any reason other than weather-related, field condition or at the request of the city, there shall be a cancellation fee of twenty-five percent (25%) of the tournament fee.

(3) *Soccer programs at the Joplin Athletic Complex and Dover Hill.*

a. A high school, college, youth level soccer tournament shall be $40.00 per match.
b. An adult soccer tournament shall be $60.00 per match.
c. A soccer activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.

(4) *Softball programs.*

a. The adult softball program fee shall be $40.00 per game.
b. Practice fees per field (2-hour allotment):

i. $15.00 per hour per field without lights.

c. Daily tournament fee per field (8:00 a.m. to 11:00 p.m.)

i. $150.00 per day per field without lights, plus $10.00 per team per tournament.

ii. $200.00 per day per field with lights, plus $10.00 per team per tournament.

iii. A deposit in the amount of 50 percent of the total tournament fees is required to hold a tournament date.

d. A softball activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.

e. Additional fees.

i. Additional bags of field drying agent are available at market cost (first four bags per field are provided).

(5) *Football programs.*

a. A football activity fee assessed for the usage of city facilities shall be $10.00 per participant per session.

(5) *Shelter facilities.*

a. The shelter facility rental fee shall be $40.00 per day.

(b) Fee review process. City Council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fee charges.

(c) For purposes of this section "family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

(d) For purposes of this section, "senior citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above."

Section 3. That Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE V. SWIMMING POOLS

Sec. 86-152 Admission Fee.

(a) The pool admission fee for Schifferdecker Family Aquatic Center shall be $5.00 for adults over 15 years of age, and $4.00 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(b) The admission fee for Ewert Family Aquatic Center shall be $3.50 for adults over 15 years of age and $2.50 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(c) The admission fee for Cunningham Family Aquatic Center shall be $4.00 for adults over 15 years of age and $3.00 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(d) The supervisor, with the approval of the parks and recreation board, shall have authority to set certain times when there shall be no admission fee for swimming in the municipal pools, and the park supervisor shall have the authority to place certain restrictions on free admission.

(e) Season passes for all municipal swimming pools.

(1) A family (three or more) season pass shall be $140.00 per family per year.

(2) An adult individual, aged 18 years and older, season pass shall be $70.00 per person per year.

(3) A youth individual, aged 17 years and under, season pass shall be $60.00 per person per year.

(4) A senior citizen season pass shall be $60.00 per person per year.

(f) For purposes of this section "family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under federal income tax law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their federal income tax filing for the most recent tax reporting period.

(g) For purposes of this section, "senior citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(h) The director of parks and recreation is hereby authorized to establish a program granting a reduced rate, up to 50 percent for pool memberships based upon family income."

Section 4. That this ordinance shall become effective on February 1, 2018.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 4, 2017

ITEM: COUNCIL BILL NO. 2017-534
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Planning: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing subdivision permit fees.

DISCUSSION:
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 6, 2017. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

As detailed in the biennial user fee review, certain fees need to be increased to recover more of the costs associated with providing these services. Staff proposed various changes to the planning department fees.

The proposed changes are as follows:

- Increase the lot split fee from $75.00 to $100.00
- Increase the per lot fee for subdivision plats from $5.00 to $10.00

The fee changes will be effective on February 1, 2018.

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

COUNCIL BILL NO. 2017-534 ORDINANCE NO.

AN ORDINANCE repealing Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 of the City of Joplin and enacting in lieu thereof a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B as adopted by Ordinance No. 97-161 be repealed and a new Section 9, Filing Fees, of the Subdivision Regulations, Appendix 29B of the City of Joplin be enacted in lieu thereof to read as follows:

"**CITY OF JOPLIN, MISSOURI**
SUBDIVISION REGULATIONS

SECTION 9

FILING FEES

1. Subdivision Plats: There shall be paid by all persons or corporations submitting preliminary plats for approval by the City a filing fee of One Hundred Dollars ($100.00), plus Ten Dollars ($10.00) per lot. This fee shall be paid at the time that the preliminary plat is submitted to the Planning and Zoning Commission and shall apply to approval of the preliminary plat and final plat, provided that the final plat, includes the same area to be subdivided as the preliminary plat.

2. Lot Splits: The filing fee for lot splits shall be One Hundred Dollars ($100.00).

3. City Council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fee charge.

Section 2. That this ordinance shall become effective on February 1, 2018.

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

_____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 4, 2017

ITEM: COUNCIL BILL NO. 2017-535
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Director of Planning: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing advertising permit fees.

DISCUSSION:
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 6, 2017. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

As detailed in the biennial user fee review, certain fees need to be increased to recover more of the costs associated with providing these services. Staff proposed various changes to the planning department fees.

The proposed changes are as follows:

- Increase the detached sign permit fee from $1.00 per square foot to $1.50 per square foot
- Increase the portable sign permit fee from $75.00 to $100.00

The fee changes will be effective on February 1, 2018.

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

COUNCIL BILL NO. 2017-535 ORDINANCE NO.

AN ORDINANCE repealing Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising, be repealed and a new Section 6-35, Permit, Article II, Signs, of Chapter 6, Advertising of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"**ARTICLE II. SIGNS**

Sec. 6-35. Permit.

(a) *Required.* Except as otherwise provided in this article, it is unlawful for any person to erect, alter, relocate, create by painting or maintain a sign within the city without first obtaining a permit from the chief building official.
(b) *Application.* Application for a permit required by the provisions of this article shall be made to the chief building official. Such application shall be accompanied by plans and specifications for the sign as required by this article, and a description of the location of the sign, as necessary to fully advise the chief building official of the construction of the sign.
(c) *Issuance.* If the plans and specifications accompanying the application for a permit required by this article shall be in accordance with the provisions of the city's building code, the chief building official shall issue such permit.
(d) *Display of permit number on sign.* No sign shall hereafter be erected unless a label permanently affixed thereto shall be clearly and visibly displayed at all times indicating the number of the permit issued therefor.
(e) *Expiration.* Every sign permit issued by the chief building official shall become null and void if work on the sign is not commenced within 180 days from the date of such permit. If work authorized by such permit is suspended or abandoned for 90 days after the work is commenced, the sign shall be considered abandoned unless a new permit shall be first obtained to proceed with the work on the sign and the fee will be one-half the original fee,

provided that no changes have been made in the original plans. No permit shall be renewed more than once.

(f) *Submission of plans.* Every applicant for a sign permit shall file with the application a plan showing the height of the sign from the street grade to the top of the sign, the height of the bottom of the sign from street grade, a view of the sign showing the total effective area and copy, the setbacks from all street lines and property lines, and the type and size of all support structures.

(g) *Fees.* The fee for the erection of any sign, except portable signs, shall be as follows:
   (1) For attached signs the fee shall be $2.50 per square foot of the total effective area.
   (2) For detached signs the fee shall be $1.50 per square foot of the total effective area, but in no instance shall the permit fee for a detached sign be less than $25.00.
   (3) For billboards, the fee shall be $2.50 per square foot of the total effective area.

(h) *Fees for portable signs.* All portable signs shall have a permit with a unique number assigned and permanently affixed to the sign. The permit fee for portable signs shall be paid annually in the amount of $100.00 per sign. Each portable sign shall be levied an inspection fee of $25.00 on each occasion it is moved to a new location or moved within the property where originally set. The owner of the sign and the operator of the sign business shall be jointly and severally liable for all applicable fees. The city shall have the power to sue the owner of the sign or the owner of the sign businesses in a civil action and receive any such sums due, plus a reasonable attorney's fee to be fixed by the court.

(i) *Denial, suspension or revocation.* The chief building official may, in writing, suspend, deny or revoke a permit issued under the provisions of this section whenever the permit is issued on the basis of a misstatement of fact, fraud or noncompliance with this article. When a sign permit is denied by the chief building official, he shall give written notice of the denial to the applicant, together with a brief written statement of the reason for the denial. Such denials shall have referenced the section of the sign code or other pertinent code used as a standard for the basis of denial.

(j) *Fee review process.* City council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge.

Section 2. That this ordinance shall become effective on February 1, 2018.

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

_____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: DECEMBER 4, 2017

ITEM: COUNCIL BILL NO. 2017-536
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

Department Head: Leslie Haase
Public Works Director: David Hertzberg
City Attorney: Peter Edwards
City Manager: Sam Anselm

INTRODUCTION:
This Council Bill changes certain existing sewer permit fees.

DISCUSSION:
The City recently completed the biennial user fee review, which was discussed with City Council at the budget work session on September 6, 2017. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service.

As detailed in the biennial user fee review, certain fees need to be increased to recover more of the costs associated with providing these services. Staff proposed various changes to the sewer department fees.

The proposed changes are as follows:

- Increase the waste hauler fee from 0.02 per gallon to 0.03 per gallon
- Increase the sewer reconnection fee inside the city from $75.00 to $100.00
- Increase the sewer reconnection fee outside the city from $100.00 to $125.00
- Increase the sewer new connection fee inside the city from $200.00 to $300.00
- Increase the sewer new connection fee outside the city from $300.00 to $400.00
- Increase the sewer riser locate fee from $30.00 to $75.00

The fee changes will be effective on February 1, 2018.

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

COUNCIL BILL NO. 2017-536 ORDINANCE NO.

AN ORDINANCE repealing Section 118-211, Hauled Wastewater Fee, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, and Section 118-235, Permit fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin, and enacting in lieu thereof a new Section 118-211, Hauled Wastewater Fee, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, and Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City performed the biennial fee review and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function.

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

Section 1. That Section 118-211, Hauled Wastewater Fee, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, be repealed and a new Section 118-211, Hauled Wastewater Fee, of Article II, Sewers and Sewage Disposal, of Division 6, Rates and Charges, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SEWERS AND SEWAGE DISPOSAL

Division 6. Rates and Charges

Sec. 118-211. Hauled wastewater fee.

> Hauled wastewater may be introduced into the POTW pursuant to the provisions of Section 11989 and any other applicable provision of this Code. A fee of $0.03 shall be assessed for each gallon of hauled wastewater so introduced."

Section 2. That Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, be repealed and a new Section 118-235, Permit Fee, Connection Fee, and other Sewer Fees, of Article II, Sewers and Sewage Disposal, of Division 7, Building Sewers, of Chapter 118, Utilities, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE II. SEWERS AND SEWAGE DISPOSAL

Division 7. Building Sewers

Sec. 118-235. Permit fee, connection fee, and other sewer fees.

(1) *Fees.*

(a) A sewer reconnection permit and inspection fee of $100.00 shall be charged for any sewer reconnection service inside the limits of the City of Joplin.

(b) A sewer reconnection permit and inspection fee of $125.00 shall be charged for any sewer reconnection service outside the limits of the City of Joplin.

(c) A sewer new connection permit and inspection fee of $300.00 shall be charged for any new sewer connection service inside the limits of the City of Joplin.

(d) A sewer new connection permit and inspection fee of $400.00 shall be charged for any new sewer connection service outside the limits of the City of Joplin.

(e) There shall be an additional fee of $175.00 as determined by the director of public works when sewer connection work as described in this section is performed on concrete and/or clay pipes.

(f) There shall be an additional sewer riser locate permit fee of $75.00 for city personnel to inspect or locate a sewer connection point to the city sewer main."

Section 3. That this ordinance shall become effective on February 1, 2018.

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

_____ day of _____, 2017.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: December 4, 2017
ITEM: Council Bill 2017-616 – An ordinance enabling the City of Joplin to join Show Me PACE

ORIGINATING DEPARTMENT: City Manager's Office

ATTACHMENTS: Council Bill No. 2017-616 Ordinance and Agreement, Bylaws

CITY MANAGER:	Sam Anselm
CITY ATTORNEY:	Peter Edwards

SUMMARY:

Property Assessed Clean Energy (PACE) is a means of financing energy efficiency upgrades or renewable energy installations for residential, commercial and industrial property owners. PACE financing is a tool that allows property owners to borrow money for renewable energy and energy efficiency property improvements with no upfront cost. PACE financing can pay for new heating and cooling systems, lighting improvements, solar panels, water pumps, insulation and other energy efficient improvements for almost any property including residential homes and commercial or industrial properties.

The financing pays for 100% of a project's costs and is repaid over a period of up to 20 years by an assessment added to the property's tax bill. Assessments are tied by a lien to the specific property, so if the property is later sold, the assessment and lien stay with the property and become the obligation of the new owner, or can be paid off at the time of the sale.

In order for any Joplin projects to be eligible for PACE financing, the city must join a PACE district through enabling legislation. By joining a PACE district, the city assumes no legal or financial responsibility for any project or developer.

RECOMMENDATION:

Staff recommends approval of this ordinance on first reading in order to allow property owners to finance energy efficient improvement projects through the PACE program.

COUNCIL BILL NO. 2017-616 ORDINANCE NO. _____

AN ORDINANCE to enable the City of Joplin, Missouri, to join Show Me PACE, pursuant to Sections §67.2800 to §67.2835, RSMo., the "Property Assessment Clean Energy Act," and stating the terms under which the City of Joplin will conduct activities as a member of such district.

WHEREAS, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"); and,

WHEREAS, it is in the best interests of the health, safety, and welfare of the City of Joplin, Missouri, and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property; and,

WHEREA**S**, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and,

WHEREAS, Section §67.2810.1, RSMo., authorizes one or more Municipalities (as defined in Section §67.2800.7, RSMo.) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy ("PACE") Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and,

WHEREAS, on June 15, 2015, a Clean Energy Development Board named "Show Me PACE" was created with the intention that all Municipalities (as defined in the PACE Act) within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and,

WHEREAS, it is in the best interests of the City of Joplin, Missouri, and its residents to join and participate in Show Me PACE.

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

Section 1. That the City of Joplin, Missouri, hereby approves and authorizes joining and participating in Show Me PACE based on the following:

A. Title and Definitions.

1. *Title*. This Ordinance shall be known and may be cited as "the City of Joplin, Missouri's Property Assessed Clean Energy Ordinance."

2. *Definitions*. Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.

   a. "Show Me PACE" or "District" means the Show Me PACE Clean Energy Development Board.

   b. "PACE Assessment" means a special assessment made against qualifying property in consideration of PACE Funding.

   c. "PACE Funding" means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency, water conservation or renewable energy improvement.

   d. "Qualifying Property" means real property located in the city of Joplin, Missouri, that satisfies the criteria set forth in the PACE Act.

B. Program Administration. Show Me PACE shall administer the functions of a PACE program within the City/County by:

1. providing property owners with an application to apply for PACE Funding;

2. developing standards for the approval of projects submitted by Qualifying Property owners;

3. reviewing applications and selecting qualified projects;

4. entering into Assessment Contracts with Qualifying Property owners;

5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;

6. authorizing and disbursing PACE Funding to the Qualifying Property owners;

7. receiving the PACE Assessment from the County Collector;

8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and

9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.

C. Liability of the City of Joplin, Missouri Officials; Liability of the City of Joplin. Notwithstanding any other provision of law to the contrary, officers and other officials of the City of Joplin, Missouri shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City of Joplin's participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. The City of Joplin, Missouri, has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. Pursuant to the PACE Act, the District is a separate political subdivision and is not a unit of the City of Joplin.

D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.

E. The City of Joplin, Missouri as a Non-Party. The City of Joplin, Missouri shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

Section 2. That the City of Joplin, Missouri declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The County enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

Section 3. That the City of Joplin, Missouri does hereby request that it be approved by the Board of Directors of Show Me PACE as a duly authorized participant in the District. The City of Joplin, Missouri, hereby approves the Show Me PACE Cooperative Agreement among the District and the participating Municipalities in substantially the form attached hereto as **Exhibit A** (the "Cooperative Agreement"). The Mayor of the City of Joplin, Missouri, is hereby authorized and directed to execute the Cooperative Agreement on behalf of the City of Joplin, Missouri.

Section 4. That the election of the City of Joplin, Missouri, to join the District shall in no way constitute an obligation of the City of Joplin, Missouri, necessitating any corresponding appropriation.

Section 5. That the City of Joplin's City Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with the jurisdictional and geographic boundaries of the City of Joplin, Missouri, for inclusion in the jurisdictional and geographic boundaries of the District.

Section 6. That the officials and agents of the City of Joplin, Missouri, are hereby authorized and directed to, take such actions and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2017, by vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

SHOW ME PACE
COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Cooperative Agreement") is made and entered into by Show Me PACE, a Missouri Clean Energy Development Board ("Show Me PACE") and the municipalities of the State of Missouri that, from time-to-time, may execute this Cooperative Agreement (each, a "Municipality," and together, the "Municipalities").

RECITALS

WHEREAS, on _____, 2017, the City Council of the City of Joplin, Missouri, adopted Ordinance No. 2017-_____, authorizing participation in Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the "PACE Act"); and,

WHEREAS, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a Clean Energy Development Board; and,

WHEREAS, Clean Energy Development Boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and,

WHEREAS, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of each municipality's participation in Show Me PACE, each Municipality hereby agrees as follows:

1. Representations. Each Municipality has taken all legislative actions necessary to approve such Municipality's participation in Show Me PACE.

2. Approval of Bylaws. The current bylaws of Show Me PACE (the "Bylaws") have been provided to the Municipality in an acceptable form.

3. Board of Directors. The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.

4. Clean Energy Development Board Powers. Each Municipality agrees that Show Me PACE is authorized to exercise all Clean Energy Development Board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

5. Counterparts. This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time-to-time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

6. Withdrawal. No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality's boundaries, and upon receipt of written notice, Show Me PACE shall no longer undertake any clean energy financing with the City Joplin.

IN WITNESS WHEREOF, Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: _____, 20__ **SHOW ME PACE**

By: _____
Josh Campbell, J.D., President

Date:_____, 20__ **CITY OF JOPLIN, MISSOURI,**
a Municipal Corporation

Adopted Ordinance No. ___ joining
Show Me PACE on ____ __, 20__

By: _____
Name: Michael L. Seibert,_____
Title: Mayor_____

BYLAWS

OF

SHOW ME PACE

July 18, 2017

BYLAWS
OF
SHOW ME PACE

ARTICLE I
OFFICES AND RECORDS

1.1 Name. The name of the property assessed clean energy district shall be "Show Me PACE".

1.2 Office and Agent. The location of the registered office and the name of the registered agent of Show Me PACE will be Josh Campbell, located at 238 East High St. 3rd Floor, Jefferson City MO 6501, or as may be determined from time to time by resolution duly adopted by the Board of Directors of the District (the "Board") and on file in the appropriate public offices of the State of Missouri as provided by law.

1.3 Powers of the District. The powers of the District are vested in and exercised by a Board of Directors which may exercise all such authority and powers of the District and do all such lawful acts and things as are necessary to carry out the purposes of the District, or as are otherwise authorized or permitted by law, including the authorization of expenditures and use of funds as provided for in RSMo 67.2800 *et seq.*

1.4 Other Offices. The District may conduct its business, carry on its operations, have other offices and exercise its powers within the State of Missouri as the Board may designate or the business of the District may require.

1.5 Books, Records of Account, and Inspection Rights. The District will keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of the proceedings of its Board, and the names and places of residence of its officers. Except as otherwise required by the laws of the State of Missouri, the books and records of account of the District may be kept at such place(s) as the Board may from time to time determine.

ARTICLE II
MEETINGS OF THE BOARD OF DIRECTORS

2.1 Place of Meetings. All meetings of the Board of Directors will be held at such place(s) as the Board may from time to time determine and state in the notice of the meeting or in a duly executed waiver of notice thereof.

2.2 Annual Meetings. An annual meeting of the Board for the election of directors will be held on the second Monday in June of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 9:00 a.m., or at such other date and time as may be designated from time to time by the Board and stated in the notice of the meeting or in a duly executed waiver of notice thereof. At the annual meeting, the Board will elect directors and may also transact such other business as may be desired, whether or not the same was specified in the notice of the meeting, unless the consideration of such other business without its having been specified in the notice of the meeting as one of the purposes thereof is prohibited by law. Failure to hold the annual meeting at the designated time will not work a forfeiture or dissolution of the District.

2.3 Special Meetings. Special meetings of the Board may be held for any purpose(s) stated in the notice of the meeting, unless otherwise prohibited by law. The business transacted at the special meeting will be confined to the purpose(s) stated in the notice, unless the transaction of other business is consented to by the Board.

2.4 Action Without a Meeting. Unless otherwise provided in the Articles, any action required or permitted to be taken at a meeting of the directors may be taken without a meeting, if a consent in writing, setting forth the action so taken, is signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent will have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary will file such consents with the minutes of the meetings of the Board.

2.5 Notice. Written or printed notice of each meeting of the Board, stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called, will be delivered or posted in accordance with Missouri law.

ARTICLE III
QUORUM AND VOTING

3.1 Quorum. Unless otherwise provided in the these Bylaws, a majority of the directors entitled to vote at any meeting, represented in person or by proxy, will constitute a quorum ("Quorum") at a meeting of the Board. Less than such Quorum may act to successively adjourn the meeting to a specified date, no longer than 90 days after such adjournment. At the subsequent session of such adjourned meeting at which a Quorum is present, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than 90 days, or if after adjournment a new record date is fixed for the subsequent session of the adjourned meeting, a notice of the subsequent session of the adjourned meeting will be given in accordance with Missouri law.

3.2 Voting. One Vote Per Director. Unless otherwise provided in the Articles, each director entitled to vote under the provisions of these Bylaws will be entitled to one vote on each matter submitted to a vote at a meeting of the Board.

3.3 Voting Otherwise Than by Written Ballot. At all meetings of the Board, the voting may be otherwise than by written ballot, including in the election of directors, except that any director entitled to vote may request a vote by written ballot on any matter, in which event such vote will be taken by written ballot. Board Action. In all matters, every decision of a majority of directors of the District entitled to vote on the subject matter and represented in person at a meeting at which a Quorum is present will be valid as an act of the Board, unless a larger vote is required by law or these Bylaws.

3.4 Voting for Directors. New directors shall be elected by the affirmative vote of a majority of directors of the District entitled to vote on the election of directors and represented in person at a meeting at which a Quorum is present.

3.5 Meetings by Conference Telephone or Similar Communications Equipment. Unless otherwise restricted in these Bylaws, the directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; and participation in a meeting in such manner will constitute presence in person at such meeting.

ARTICLE IV
BOARD OF DIRECTORS

4.1 Number; Qualification; Term. Unless and until changed by the Board as hereinafter provided, the number of directors to constitute the Board will be six (6).). The number of directors constituting the Board may be changed from time to time and at any time by a resolution adopted by a majority of the whole Board. Each director will hold office until a successor is elected and qualified or until such director's earlier resignation or removal.

4.2 Powers of the Board. The property and business of the District will be controlled and managed by the Board. In addition to the powers and authorities by these Bylaws expressly conferred upon it, the Board may exercise all such powers of the District, and do all such lawful acts and things, as are not by statute or by these Bylaws directed or required to be exercised or done by the directors.

4.3 Acceptance of Director. Each director, upon election, will qualify by accepting the office of director, and such director's attendance at, or written approval of the minutes of, any meeting of the Board subsequent to the director's election will constitute acceptance of such office by such director; or the director may accept the office of director by executing a separate written acceptance, which will be placed in the minute book.

4.4 Vacancies and Newly Created Directorships. Unless otherwise provided in these Bylaws, vacancies and newly created directorships resulting from any increase in the number of directors to constitute the Board may be filled by a majority of the directors then in office, although less than a Quorum, or by a sole remaining director, and the directors so chosen will hold office until the next election of directors by the Board. If, at any time, by reason of death, resignation or other cause, the District should have no directors in office, then the Administrator or any officer appoint a new director.

4.5 Compensation. Unless otherwise provided in these Bylaws, the directors will not receive compensation for their service, but the Board may, by resolution, provide for reimbursement of expenses incurred by directors in attending each meeting; provided that nothing herein contained will be construed to preclude any director from serving the District in any other capacity and receiving compensation therefor.

4.6 Resignations. Any director may resign at any time upon written notice to the District. Such resignation will take effect at the time specified therein or will take effect upon receipt thereof by the District if no time is specified therein, and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

4.7 Reliance on Records. A director will be fully protected in the performance of such director's duties in relying in good faith upon the records of the District and upon such information, opinions, reports or statements presented to the District by any of the District's officers or employees, or by any other person as to matters such director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the District.

4.8 Removal of Directors. At a meeting called expressly for that purpose, the directors will have the power, by a vote of the holders of a majority of the votes then required to elect directors, to remove any director or directors from office with or without cause.

4.9 **Term Limits.** Each Director shall serve three-year terms and no more than two consecutive terms. A Director may be nominated for additional terms after a cooling off period of one year.

ARTICLE V
OFFICERS

5.1 Designations.

(a) Authorized Officers. The District will have a President and a Secretary, each with such duties as are stated in this **Article 5** or by resolution of the Board which is not inconsistent with these Bylaws. The Board will elect a President and a Secretary at its annual meeting.

(b) Qualification of Officers. Officers of the District need not be members of the Board. Unless these Bylaws otherwise provide, any two or more offices may be held by the same person.

(c) Acceptance of Office. An officer will be deemed qualified when the officer enters upon the duties of the office to which the officer has been elected or appointed; but the Board may also require a written acceptance and promise to faithfully discharge the duties of such office.

(d) Failure to Elect Officers. A failure to elect the District's officers in accordance with these Bylaws will not dissolve or otherwise affect the District.

5.2 Term of Office. Each officer will hold office at the pleasure of the Board or for such other period as the Board may specify at the time of such officer's election or appointment, or until the death, resignation or removal of such officer, whichever first occurs. In any event, each officer of the District who is not reelected or reappointed at the annual election of officers by the Board next succeeding his or her election or appointment will be deemed to have been removed by the Board, unless the Board provides otherwise at the time of such officer's election or appointment.

5.3 Other Agents. The Board from time to time may also appoint such other agents for the District as the Board may deem necessary or advisable. Each such agent will serve at the pleasure of the Board or for such period as the Board may specify, and may exercise such powers, have such titles and perform such duties as determined from time to time by the Board or by an officer empowered by these Bylaws or the Board to make such determinations.

5.4 Removal. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in the Board's judgment the best interests of the District will be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed.

5.5 Salaries and Compensation. Salaries and compensation, if any, of all elected officers of the District will be fixed, increased or decreased by the Board.

5.6 Delegation of Authority to Hire, Discharge and Designate Duties. The Board from time to time may delegate to the President or other officer or executive employee of the District, authority to hire and discharge and to fix and modify the duties and salary or other compensation of employees of the District under the jurisdiction of such person, and the Board may delegate to such officer or executive employee similar authority with respect to obtaining and retaining for the District the services of attorneys, accountants and other professionals and experts.

5.7 President.

(a) Duties. Unless the Board otherwise provides, the President will be the chief executive officer of the District with such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a District, and the President will carry into effect all directions and resolutions of the Board. The President will preside at all meetings of the directors.

(b) Execute Documents. The President may execute all bonds, notes, debentures, mortgages and other instruments for and in the name of the District, may cause the corporate seal to be affixed thereto, and may execute all other instruments and documents for and in the name of the District.

(c) Safekeeping of Funds. The President will have responsibility for the safekeeping of the funds and securities of the District, will keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the District and will keep or cause to be kept all other books of account and accounting records of the District. The President will deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the District in such depositories as may be designated by the Board or by any officer of the District to whom such authority has been granted by the Board.

(d) Disbursal of Funds. The President will disburse, or permit to be disbursed, the funds of the District as may be ordered, or authorized generally, by the Board, and will render to the directors, whenever they may require, an account of all such transactions, and of those under the President's jurisdiction, and of the financial condition of the District.

(e) Chief Financial Officer. The President will have the general duties, powers, responsibilities and authorities of a treasurer of a District and will, unless otherwise provided by the Board, be the chief financial and accounting officer of the District.

(f) Other Duties. The President will have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

5.8 Secretary.

(a) Keep Minutes. The Secretary will attend all meetings of the Board and will record the minutes of such meetings in a book to be kept for that purpose.

(b) Duties. The Secretary will have the general duties, powers and responsibilities of a secretary of a District and will perform such other duties and have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board or the chief executive officer of the District, under whose direct supervision the Secretary will be.

5.9 General Counsel. The Board may appoint a General Counsel. The General Counsel shall be the chief legal officer of the District and shall have such duties and responsibilities as may be determined by the Board, except that the duties and responsibilities of the office of General Counsel shall not include those required by law or

these Bylaws to be performed by the Board or otherwise in conflict with law. The General Counsel shall not be a Director.

5.10 Duties of Officers May Be Delegated. For any other reason that the Board may deem sufficient, the Board may delegate some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the District or other responsible person.

ARTICLE VI
LIABILITY LIMITATION AND INDEMNIFICATION

6.1 Limitation of Liability. No person will be liable to the District or the directors for any loss, damage, liability or expense suffered by the District on account of any action taken or omitted to be taken by such person as a director, officer, employee or agent of the District or of any other enterprise for which such person serves or has served as a director, officer, employee or agent at the request of the District, if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the District, or for such other enterprise, or upon statements made or information furnished by directors, officers, employees or agents of the District, or of such other enterprise, which such person had no reasonable grounds to disbelieve.

6.2 Mandatory Indemnification. The District will indemnify and protect any director, officer, employee or agent of the District, or any person who serves at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust, employee benefit plan or other enterprise, to the fullest extent permitted by the laws of the State of Missouri.

6.3 Other Indemnification. The indemnification provided by this **Article 6** will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and will continue as to a person who has ceased to be a director, officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such person.

6.4 Indemnification for Other Entities. The District may give any further indemnity, in addition to the indemnity authorized or contemplated under this **Article 6,** including **Section 6.2,** to any person who is or was a director, officer, employee or agent, or to any person who is or was serving at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust or other enterprise, provided such further indemnity is either (i) authorized, directed, or provided for in the Articles or any duly adopted amendment thereof or (ii) is authorized, directed, or provided for in any bylaw or agreement of the District which has been adopted by a vote of the directors of the District, and provided further than no such indemnity will indemnify any person from or on account of such persons conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

6.5 Insurance. The District may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the District, or is or was serving at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the District would have the power to indemnify him against such liability under the provisions of this **Article 6.**

6.6 Other Definitions. For purposes of this Article 6, the term "other enterprise" will include employee benefit plans; the term "fines" will include any excise taxes assessed on a person with respect to an employee benefit plan; and the term "serving at the request of the District" will include any service as a director, officer, employee or agent of the District which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan will be deemed to have acted in a manner "not opposed to the best interests of the District" as referred to in this Section.

ARTICLE VII
GENERAL PROVISIONS

7.1 Conflicts of Interest. Public confidence in the recommendations and other actions of the Board requires that directors avoid both actual conflicts of interest and situations that might give the appearance of a conflict of interest. Given the qualifications for directorship, it is to be expected, however, that some directors will have outside business or professional interests relating to the District's mission. It is not intended that such outside business or professional interests be considered a conflict of interest, provided that a director shall not participate in any deliberation or vote, and shall not take any other affirmative action as a director with respect to a matter in which such director has an interest which is in substantial conflict with the proper discharge of the duties and responsibilities of membership on the Board. The existence and nature of any potential conflict of interest shall be promptly disclosed to the President. With respect to potential conflicts of interest, the director shall either (1) excuse himself or herself from participating in any deliberation or vote on the matter and may not otherwise take any affirmative action on the matter or (2) shall prepare a written statement prepared under penalty of false statement describing the matter requiring action and the nature of the potential conflict and explaining why, despite the potential conflict, such director is able to vote and otherwise participate fairly, objectively, and in the public interest, and shall deliver a copy of such statement to the President and shall enter a copy of the statement in the minutes of the Board. In addition to the steps described above, a conflicted or potentially conflicted director is strongly encouraged to: (a) leave the room during discussion and vote on the matter at hand; (b) not to participate in such discussion and vote; and (c) not to obtain access to non-public confidential information regarding the matter at hand. This Section 7.1 notwithstanding, a representative of the Administrator of the District shall serve as a director on the Board, and such Adminstrator's service on the Board shall not be deemed to be a conflict of interest.

7.2 Fiscal Year. The Board may fix and from time to time change the fiscal year of the District. In the absence of action by the Board, the fiscal year of the District will end each year on the date that the District treated as the close of its first fiscal year, until such time, if any, as the fiscal year may be changed by the Board.

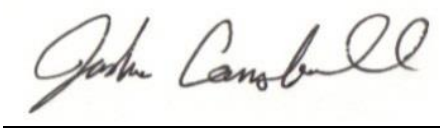
7.3 Contracts. The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument or document for, and in the name of, the District, and such authority may be general or confined to
specific instances.

7.4 Amendments. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted only in the manner provided in the Articles.

CERTIFICATE

The undersigned directors of the Show Me PACE hereby certify that the foregoing Bylaws are the original Bylaws of the District adopted by the initial director(s).

Dated: July 18, 2017.



Name: Josh Campbell

Title: Chairman



Name: Nicholas Brinker

Title: Secretary



Name: Dave Barber

Title: Director



Name: Ann Auer

Title: Director



Name: James Murphy

Title: Director